Form (3)

Sr. No. 025

Date 3-10-2017

# THE REPUBLIC OF THE UNION OF MYANMAR

## Myanmar Investment Commission

## PERMIT

Permit No. 025/2017 Date 3rd October 2017

This Permit is issued by the Myanmar Investment Commission according to the section 25, sub-section (c) of the Myanmar Investment Law:-

(1) Name of Investor MRS. NAREE WONGMANEE

(2) Citizenship THAILAND

(3) Residence Address 1/3 MOO 10, LAM LUK KA SUB-DISTRICT, LAM LUK KA DISTRICT, PATHUM THANI 12150, THAILAND

(4) Name and Address of Principle Organization BASF (THAI) LTD., 622 ROOM 1-6 EMPORIUM TOWER, 23rd FLOOR, SUKHUMVIT 24 ROAD, KLONGTON SUB-DISTRICT, KLONGTOEY DISTRICT, BANGKOK, THAILAND

(5) Place of Incorporation THAILAND

(6) Type of Business MANUFACTURING AND SALES OF CONSTRUCTION CHEMICALS

(7) Place(s) at which investment is permitted PLOT NO.159, MYAY TAING BLOCK NO.113, INDUSTRIAL ZONE, DAGON EAST TOWNSHIP, YANGON REGION

(8) Amount of Foreign Capital US$ 1.155 MILLION

(9) Period for Foreign Capital to be brought in WITHIN ONE YEAR FROM THE DATE OF ISSUANCE OF MIC PERMIT

(10) Total amount of capital (Kyat) EQUIVALENT IN KYAT OF US$ 1.155 MILLION

(11) Construction Period 12 MONTHS

(12) Validity of investment permit 50 YEARS

(13) Form of investment WHOLLY FOREIGN OWNED

(14) Name of Company incorporated in Myanmar BASF MYANMAR MANUFACTURING COMPANY LIMITED

3.10.17

Chairman

Myanmar Investment Commission

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ခွင့်ပြုမိန့်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် ပုံစံ (၃) တအမှတ် ၀၂၅ ရက်စွဲ ၃.၁၀.၂၀၁၇ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ခွင့်ပြုမိန့်အမှတ် ၀၂၅/၂၀၁၇ ၂၀၁၇ ခုနှစ်၊ အောက်တိုဘာလ ၃ ရက်

မြန်မာနိုင်ငံနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ဥပဒေပုဒ်မ ၂၅ ပုဒ်မခွဲ (ဂ) အရ ဤခွင့်ပြုမိန့်ကို ထုတ်ပေးလိုက်သည် -

(၁) ရင်းနှီးမြှုပ်နှံသူ/ ကမကထပြုသူအမည် MRS. NAREE WONGMANEE

(၂) နိုင်ငံသား THAILAND

(၃) နေရပ်လိပ်စာ 1/3 MOO 10, LAM LUK KA SUB-DISTRICT, LAM LUK KA DISTRICT, PATHUM THANI 12150, THAILAND

(၄) ပင်မအဖွဲ့အစည်းအမည်နှင့်လိပ်စာ BASF (THAI) LTD., 622 ROOM 1-6 EMPORIUM TOWER, 23rd FLOOR, SUKHUMVIT 24 ROAD, KLONGTON SUB-DISTRICT, KLONGTOEY DISTRICT, BANGKOK, THAILAND

(၅) ဖွဲ့စည်းရာအရပ် THAILAND

(၆) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား ဆောက်လုပ်ရေးလုပ်ငန်းသုံး ဓာတုပစ္စည်း ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း

(၇) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) မြေကွက် အမှတ်-၁၅၉၊ မြေတိုင်းရပ်ကွက်အမှတ် ၁၁၃၊ စက်မှုဇုန်၊ ဒဂုံမြို့သစ် (အရှေ့ပိုင်း) မြို့နယ်၊ ရန်ကုန်တိုင်း ဒေသကြီး

(၈) နိုင်ငံခြားမတည်ငွေရင်း ပမာဏ အမေရိကန်ဒေါ်လာ ၁.၁၅၅ သန်း

(၉) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ ခွင့်ပြုမိန့်ရရှိပြီးနေ့မှ ၁ နှစ် အတွင်း

(၁၀) စုစုပေါင်း မတည်ငွေရင်းပမာဏ(ကျပ်) အမေရိကန်ဒေါ်လာ ၁.၁၅၅ သန်းနှင့် ညီမျှသော မြန်မာကျပ်ငွေ

(၁၁) တည်ဆောက်မှုကာလ ၁၂ လ

(၁၂) ရင်းနှီးမြှုပ်နှံမှုခွင့်ပြုသည့်သက်တမ်း ၅၀ နှစ်

(၁၃) ရင်းနှီးမြှုပ်နှံမှုပုံစံ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု

(၁၄) မြန်မာနိုင်ငံတွင်ဖွဲ့စည်းမည့်ကုမ္ပဏီအမည် BASF MYANMAR MANUFACTURING COMPANY LIMITED

3.10.17

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

Republic of the Union of Myanmar ★ Myanmar Investment Commission ★
Sr. No. 025
Date 3·10·2017

THE REPUBLIC OF THE UNION OF MYANMAR
**MYANMAR INVESTMENT COMMISSION**
No.1, Thitsar Road, Yankin Township, Yangon

Tel: 01- 658128
Fax: 01-658141

Our ref :MIC-3/P-004/2017( 025 )
Date : 3rd October 2017

**Subject:** **Decision of the Myanmar Investment Commission on the proposal for manufacturing and sales of construction chemicals under the name of BASF Myanmar Manufacturing Company Limited**

Reference: BASF Myanmar Manufacturing Company Limited's letter dated on 8th August 2017

1. The Myanmar Investment Commission, at its meeting (13/2017) held on 25th September 2017, approved the permit for investment in manufacturing and sales of construction chemicals under the name of BASF Myanmar Manufacturing Company Limited submitted by BASF South East Asia Pte. Ltd. (99.9%) from the Republic of Singapore and BASF (Thai) Ltd. (0.1%) from Kingdom of Thailand as wholly foreign owned investment in accordance with the Myanmar Investment Law and Rules.

2. The terms and conditions of the Permit are stated in the following paragraphs:

(a) The term of the Permitted project shall be fifty (50) years commencing from the date of the issuance of the permit by the Myanmar Investment Commission.

(b) The term of the Lease Agreement for land shall be initial five (5) years commencing from the date of signing of the Land and Building Lease Agreement between U Ohn Kywe Soe (Lessor) and BASF Myanmar Manufacturing Company Limited (Lessee) and extendable five (5) years by mutual agreement between the Lessor and the Lessee subject to the approval of the Myanmar Investment Commission.

(c) The monthly rent for the land and building shall be US$ 9,500 (US$ nine thousand and five hundred only) for the total area of measuring 6090.525 square metres (1.505 acres).

(d) BASF Myanmar Manufacturing Company Limited, which has obtained this permit to receive benefits relating to the right to use exemptions and reliefs under sections 75, 77 and 78 of the Chapter XVIII of Myanmar Investment Law, may submit the application form.

(e) BASF Myanmar Manufacturing Company Limited shall use its best efforts to achieve a timely realization of the work stated in the permit application.

(f) BASF Myanmar Manufacturing Company Limited shall obey and respect the responsibilities of investors under section 65 of Myanmar Investment Law and Chapter XX of Myanmar Investment Rules.

(g) BASF Myanmar Manufacturing Company Limited shall carry out prevention, mitigation and monitoring of significant environmental impacts according to the type of investment activities in accordance with the relevant laws, rules, regulations and procedures.

(h) BASF Myanmar Manufacturing Company Limited shall submit to the Commission of any transfer of share or transfer of the business to any person during the investment period in accordance with section 72 of Myanmar Investment Law and rule 191 of Myanmar Investment Rules.

(i) If BASF Myanmar Manufacturing Company Limited which has benefitted from the permit or exemptions and reliefs shall submit an annual report in the prescribed form to the Commission within three (3) months of the end of the financial year in accordance with rule 196 of Myanmar Investment Rules and shall publish a summary of report on its website or the Commission's website.

(j) BASF Myanmar Manufacturing Company Limited must, during the operation period under the permit of the Commission, submit its operating report quarterly in the prescribed form in accordance with rule 197 of Myanmar Investment Rules.

3. BASF Myanmar Manufacturing Company Limited shall submit five (5) copies of all approvals, licences, permits and similar authorizations relevant to the initial implementation of the investment to the Commission.

3.10.17

(Kyaw Win)
Chairman

**BASF Myanmar Manufacturing Company Limited**

cc: 1. Office of the Union Government of the Republic of the Union of Myanmar
2. Ministry of Home Affairs

3. Ministry of Natural Resources and Environmental Conservation
4. Ministry of Labour, Immigration and Population
5. Ministry of Commerce
6. Ministry of Planning and Finance
7. Central Bank of Myanmar
8. Yangon Region Investment Committee
9. Office of the Yangon Region Government
10. Director General, Department of Environmental Conservation
11. Director General, Forest Department
12. Director General, Directorate of Labour
13. Director General, Immigration Department
14. Director General, Directorate of Trade
15. Director General, Internal Revenue Department
16. Director General, Customs Department
17. Director General, Directorate of Investment and Company Administration
18. Director General, National Archives Department
19. Yangon Region Office, Directorate of Investment and Company Admimistration

## ရခိုင်နန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် BASF Myanmar Manufacturing Company Limited ၏ကော်မရှင်အစည်းအဝေးသို့ တင်ပြရန်ကြာချိန်

| စဉ် | အကြောင်းအရာ | ဆောင်ရွက်သည့်နေ့စွဲ | ပြန်ကြားချက်ရရှိသည့် နေ့စွဲ | မှတ်ချက် |
|---|---|---|---|---|
| ၁ | အဆိုပြုလွှာလက်ခံရရှိခြင်း | ၈-၈-၂၀၁၇ | | |
| ၂ | ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာနသို့ သဘောထားမှတ်ချက် တောင်းခံခြင်း | ၁၆-၈-၂၀၁၇ | ၂၄-၈-၂၀၁၇ | |
| ၃ | အဆိုပြုချက်စိစစ်ရေးအဖွဲ့အစည်းအဝေး (၂၁/၂၀၁၇) သို့ တင်ပြခြင်း | ၁၄-၈-၂၀၁၇ | | |
| ၄ | အဆိုပြုချက်လက်ခံကြောင်း အကြောင်းကြားခြင်း | ၁၆-၈-၂၀၁၇ | | |
| ၅ | ကုမ္ပဏီသို့အစည်းအဝေးဆုံးဖြတ်ချက်ပြန်ကြားခြင်း | | | |
| ၆ | ကုမ္ပဏီမှ လိုအပ်ချက်များ ပြန်လည်ပြင်ဆင်၍ အဆိုပြုလွှာ (၈)စုံ ပေးပို့ခြင်း | ၁-၉-၂၀၁၇ | | |
| | **စုစုပေါင်းကြာမြင့်ရက်** | **၂၅ ရက်** | | |

ကန့်သတ်

| | | |
|---|---|---|
| ကုမ္ပဏီအမည် | - | BASF Myanmar Manufacturing Company Limited |
| အဖွဲ့အစည်းပုံသဏ္ဌာန် | - | ရာခိုင်နှုန်းပြည့်နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု |
| လုပ်ငန်းအမျိုးအစား | - | ဆောက်လုပ်ရေး လုပ်ငန်းသုံး ဓာတုပစ္စည်းများ ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်း |
| တည်နေရာ | - | မြေကွက် အမှတ်-၁၅၉၊ မြေတိုင်းရပ်ကွက်အမှတ် ၁၁၃၊ စက်မှုဇုန်၊ဒဂုံမြို့သစ်(အရှေ့ပိုင်း)မြို့နယ်၊ရန်ကုန်တိုင်းဒေသကြီး |
| စုစုပေါင်းမတည်ငွေရင်း | - | US$ ၁.၁၅၅ သန်း |
| ရောင်းချမည့်စနစ် | - | ပြည်တွင်းတွင် ၁၀၀% ရောင်းချမည် ဖြစ်ပါသည်။ |

အထက်ပါလုပ်ငန်းဆောင်ရွက်ခြင်းဖြင့် နိုင်ငံတော်၏ Cost & Benefit ကို အောက်ပါဇယားဖြင့် ပြုစုတင်ပြအပ်ပါသည်-

| စဉ် | အကြောင်းအရာ | Cost (ကျပ်သန်း) | Benefit (ကျပ်သန်း) |
|---|---|---|---|
| ၁ | နိုင်ငံ့ဝန်ထမ်းလစာ | ၃.၀၀ (တစ်နှစ်) | - |
| ၂ | ကုမ္ပဏီမှတ်ပုံတင်ကြေး | - | ၀.၆၇ |
| ၃ | သွင်းကုန်အခွန်ကင်းလွတ်ခွင့် | | |
| ၄ | ဝင်ငွေခွန် | ၂၄၆.၀၀ | ၈၃၆.၀၀ |
| ၅ | လျှပ်စစ်မီးသုံးစွဲခ | - | ၆၁.၀၀ |
| ၆ | လုပ်ခလစာအပေါ်ဝင်ငွေခွန် | - | တစ်နှစ်ဝင်ငွေကျပ် လေးဆယ့်ရှစ် သိန်းထက်ကျော်ပါက ဝင်ငွေခွန် ပေးရမည့် ဝန်ထမ်း(၂၀)ဦး |
| ၇ | CSR (၁ %) | - | ၃၁.၄၇ |
| ၈ | မြေငှားရမ်းခရငွေ | - | ၁၅၃.၉၀ |
| ၉ | အလုပ်အကိုင်အခွင့်အလမ်း | | ပြည်တွင်းဝန်ထမ်း(၂၀)ဦး အလုပ်အကိုင် ရရှိမည်ဖြစ်ပါသည်။ |
| | **စုစုပေါင်း** | **ကျပ် ၂၄၉.၀၀ သန်း** | **ကျပ် ၁,၀၈၃.၄၀ သန်း** |
| | **Cost : Benefit** | **၁:၅** | |

ကန့်သတ်

အကြောင်းအရာ။ **ရခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် BASF Myanmar Manufacturing Company Limited မှ ဆောက်လုပ်ရေးလုပ်ငန်းသုံးဓာတုပစ္စည်းများ ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်း ကိစ္စ**

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| ၁။ | ကုမ္ပဏီအမည်/ ကမကထပြုသူ | - BASF Myanmar Manufacturing Company Limited<br>- Mrs. Naree Wongmanee (ထိုင်း) |
| | အဖွဲ့အစည်းပုံသဏ္ဌာန် | - ရခိုင်နှုန်းပြည့်နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု<br>- BASF South East Asia Pte. Ltd. (စင်ကာပူ) ၉၉.၉၀%<br>- BASF (Thai) Ltd. (ထိုင်း) ၀.၁၀% |
| | လုပ်ငန်းအမျိုးအစား | - ဆောက်လုပ်ရေး လုပ်ငန်းသုံး ဓာတုပစ္စည်းများ ထုတ်လုပ် ရောင်းချခြင်း လုပ်ငန်း |
| ၂။ | တည်နေရာ | - မြေကွက် အမှတ်-၁၅၉၊ မြေတိုင်းရပ်ကွက်အမှတ် ၁၁၃၊ စက်မှုဇုန်၊ ဒဂုံမြို့သစ် (အရှေ့ပိုင်း) မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး |
| | မြေအကျယ်အဝန်း | - ၁.၅၀၅ ဧက (၆၀၉၀.၅၂၅ စတုရန်းမီတာ) |
| ၃။ | မြေပိုင်ရှင် | - ဦးအုန်းကြွယ်စိုး |
| | အဆောက်အဦအကျယ်အဝန်း | - ၂၀,၀၀၀ စတုရန်းပေ |
| | မြေနှင့်အဆောက်အဦငှားရမ်းကာလ | - ကနဦး ၅ နှစ် သက်တမ်းတိုး ၅ နှစ် |
| | နှစ်စဉ်<br>မြေနှင့်အဆောက်အဦငှားရမ်းခ | - US$ ၁၁၄,၀၀၀<br>(တစ်စတုရန်းမီတာလျှင် US$ ၁၈.၇၁၈ နှုန်း) |
| ၄။ | လုပ်ငန်းသက်တမ်း | - ကနဦး ၅၀ နှစ် (သက်တမ်းတိုး ၁၀ နှစ် ၂ ကြိမ် |
| | တည်ဆောက်ရေးကာလ | - ၁၂ လ |
| ၅။ | စုစုပေါင်းမတည်ငွေရင်းပမာဏ | - US $ ၁.၁၅၅ သန်း |
| | ထည့်ဝင်သည့် အမျိုးအစား | - US$ (သန်း) |
| | ငွေသား | ၀.၄၄၃ |
| | စက်နှင့်စက်ပစ္စည်းတန်ဖိုး | ၀.၃၆၈ |
| | ကနဦးကုန်ကြမ်းပစ္စည်းတန်ဖိုး | ၀.၃၄၄ |
| | စုစုပေါင်း | ၁.၁၅၅ |

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| ၆။ | ဝန်ထမ်းအင်အား(ပထမနှစ်)<br>ပြည်တွင်း | - **၂၀ ဦး**<br>၂၀ ဦး (အနိမ့်ဆုံး လစာ ကျပ် ၄၀၅,၀၀၀ နှင့် အမြင့်ဆုံး လစာ ကျပ် ၁၀,၅၃၀,၀၀၀) | |
| ၇။ | ရောင်းချမည့်စနစ် | - ၁၀၀ % ပြည်တွင်းရောင်းချခြင်း | |
| ၈။ | ကုမ္ပဏီ၏ ဝင်ငွေ (စတုတ္ထနှစ်)<br>ကုမ္ပဏီ၏အသုံးစရိတ် (စတုတ္ထနှစ်)<br>ကုမ္ပဏီ၏ အသားတင်အမြတ် (စတုတ္ထနှစ်) | - US$ ၄.၇၅၇ သန်း<br>- US$ ၄.၄၁၉ သန်း<br>- US$ ၀.၃၃၈ သန်း | |
| ၉။ | နိုင်ငံတော်မှရရှိမည့်အကျိုးအမြတ် (စတုတ္ထနှစ်)<br>ဝင်ငွေခွန်<br>ကုန်သွယ်လုပ်ငန်းခွန် | <br><br>- US$ ၀.၁၁၃ သန်း<br>- US$ ၀.၂၃၈ သန်း<br>(၁ US$ = ၁၃၅၀ ကျပ်ဖြင့် တွက်ချက် တင်ပြထားပါသည်။) | |
| ၁၁။ | ပထမနှစ် ထုတ်လုပ်မှုနှင့် ရောင်းဈေးနှုန်း | | |
| | **အမျိုးအစား** | **ထုတ်လုပ်မှု (Metric Ton)** | **ရောင်းဈေးနှုန်း (US$/ Metric Ton)** |
| | Master Pozzolith R 148 | ၄၁၀ | ၃၂၂ |
| | Master Pozzolith Rhebuild 561 | ၅၆၀ | ၅၂၀ |
| | Master Glenium SKY 8761 | ၂၀၀ | ၁,၅၀၀ |
| ၁၁။ | နှစ်စဉ်လျှပ်စစ်ဓာတ်အားလိုအပ်ချက်<br>နှစ်စဉ်ရေလိုအပ်ချက် | - ၉၀,၀၀၀ kWh<br>- ၁,၈၆၄,၆၀၀ လီတာ | |
| ၁၂။ | CSR | - Corporate Social Responsibility အဖြစ် လုပ်ငန်း၏ နှစ်စဉ် အသားတင်အမြတ်ငွေမှ ၁% ကို သုံးစွဲမည်ဖြစ်ကြောင်း တင်ပြထားပါသည်။ | |
| ၁၃။ | စိစစ်တင်ပြချက် | - စင်ကာပူနိုင်ငံရှိ Deutsche Bank မှ ၂၃-၃-၂၀၁၇ ရက်နေ့စွဲပါစာဖြင့် BASF South East Asia Pte. Ltd. သည် ကြာရှည် လက်တွဲခဲ့သော ကုမ္ပဏီတစ်ခု ဖြစ်ပါကြောင်းနှင့် Citi Bank တွင် BASF (Thai) Limited သည် ၁၆-၃-၂၀၁၇ ရက်နေ့ အထိ US$ ၂,၅၀၇,၉၁၄.၇၇ ရှိကြောင်း ထောက်ခံစာအား တင်ပြ ထားပါသည်။ | |

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| ၁၃။ | စိစစ်တင်ပြချက် | - စင်ကာပူနိုင်ငံရှိ Deutsche Bank မှ ၂၃-၃-၂၀၁၇ ရက်နေ့စွဲပါစာဖြင့် BASF South East Asia Pte. Ltd. သည် ကြာရှည် လက်တွဲခဲ့သော ကုမ္ပဏီတစ်ခု ဖြစ်ပါကြောင်းနှင့် Citi Bank တွင် BASF (Thai) Limited သည် ၁၆-၃-၂၀၁၇ ရက်နေ့ အထိ US$ ၂,၅၀၇,၉၁၄.၇၇ ရှိကြောင်း ထောက်ခံစာအား တင်ပြ ထားပါသည်။<br>- ကုန်ကြမ်းများကို ထိုင်းနိုင်ငံမှ တင်သွင်းမည် ဖြစ်ပြီး ကုန်ချောများကို ပြည်တွင်းတွင် ရောင်းချမည် ဖြစ်ပါသည်။<br>- မြေအထောက်အထားအနေဖြင့် မြေငှားစာချုပ်(မူကြမ်း)၊ မြေပိုင်ဆိုင်မှု အထောက်အထား၊ အဆောက်အဦ Layout Plan ၊ အဆောက် အဦ ဓါတ်ပုံများနှင့် ထုတ်လုပ်မည့် လုပ်ငန်းစဉ်အားတင်ပြထားပါသည်။<br>- အဆိုပြုလုပ်ငန်းသည် ISIC Code. 2029 တွင် အကျုံးဝင် ပါသည်။<br>- လုပ်ငန်းသည် ဦးစားပေးမြှင့်တင်မည့် ရင်းနှီး မြှုပ်နှံမှု ကဏ္ဍတွင် ပါဝင်နေပြီး လုပ်ငန်း ဆောင်ရွက်မည့် တည်နေရာသည် ဇုန် (၃) ဖွံ့ဖြိုးမှုရှိသော ဒေသတွင် တည်ရှိသော ကြောင့် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ဥပဒေ ပုဒ်မ ၇၅ ၊ ၇၇ နှင့် ၇၈ တို့အရ ဝင်ငွေခွန် ကင်းလွတ်ခွင့် နှင့်သက်သာခွင့် (၃) နှစ် ခံစားနိုင် ပါသည်။ |

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

**မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်**

စာအမှတ်၊ မရက- ၃/ခ-၀၀၄/၂၀၁၇( ၀၂၄ )

ရက်စွဲ ၊ ၂၀၁၇ ခုနှစ် စက်တင်ဘာလ ၁၂ ရက်

**မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့**

**တင်ပြမည့် အမှာစာ**

အကြောင်းအရာ။ **ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် BASF Myanmar Manufacturing Company Limited မှ ဆောက်လုပ်ရေး လုပ်ငန်းသုံး ဓာတုပစ္စည်းများ ထုတ်လုပ် ရောင်းချခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့် ပြုပါရန် အဆိုပြုတင်ပြလာခြင်း ကိစ္စ**

၁။ စင်ကာပူသမ္မတနိုင်ငံရှိ BASF South East Asia Pte. Ltd. မှ ၉၉.၉၀% နှင့် ထိုင်းနိုင်ငံရှိ BASF (Thai) Ltd. မှ ၀.၁% ထည့်ဝင်၍ မြန်မာနိုင်ငံတွင် ရာခိုင်နှုန်းပြည့် နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဖြင့် BASF Myanmar Manufacturing Company Limited တည်ထောင်ကာ မြေကွက် အမှတ်-၁၅၉၊ မြေတိုင်းရပ်ကွက်အမှတ် ၁၁၃၊ စက်မှုဇုန်၊ ဒဂုံမြို့သစ် (အရှေ့ပိုင်း) မြို့နယ်၊ ရန်ကုန်တိုင်း ဒေသကြီး၊ မြေဧရိယာ ၁.၅၀၅ ဧက (၆,၀၉၀.၅၂၅ စတုရန်းမီတာ) ရှိ မြေနှင့် အဆောက်အဦအား ငှားရမ်း၍ ဆောက်လုပ်ရေးလုပ်ငန်းသုံး ဓာတုပစ္စည်းများ ထုတ်လုပ် ရောင်းချခြင်း လုပ်ငန်းအား မြန်မာနိုင်ငံရင်းနှီး မြှုပ်နှံမှု ဥပဒေအရ ဆောင်ရွက်ခွင့် ပြုပါရန် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ အဆိုပြုချက် တင်ပြလာပါသည်။

၂။ အဆိုပြုချက်နှင့်အတူမြေပိုင်ရှင်ဦးအုန်းကြွယ်စိုးနှင့်BASF Myanmar Manufacturing Company Limited တို့ချုပ်ဆိုမည့် မြေနှင့် အဆောက်အဦ ငှားရမ်းခြင်း သဘောတူစာချုပ် (မူကြမ်း)၊ မြေဆိုင်ရာအထောက်အထားများ၊ အဆောက်အဦဓာတ်ပုံများ၊ အဆောက်အဦ Layout Plan မိတ္တူ၊ ထုတ်လုပ်မှုလုပ်ငန်းစဉ်၊ ထုတ်လုပ်မှုပစ္စည်း နမူနာ ဓာတ်ပုံများ၊ ကုမ္ပဏီ၏ သင်းဖွဲ့မှတ်တမ်းနှင့် သင်းဖွဲ့စည်းမျဉ်း(မူကြမ်း)၊ နိုင်ငံကူးလက်မှတ် မိတ္တူတို့ကို ပူးတွဲတင်ပြ ထားပါသည်။

၃။ မြေငှားသက်တမ်းမှာ ကနဦး ၅ နှစ်နှင့် သက်တမ်းတိုး ၅ နှစ် ဖြစ်ပြီး မြေဧရိယာ ၁.၅၀၅ ဧက (၆,၀၉၀.၅၂၅ စတုရန်း မီတာ)နှင့် ယင်းမြေပေါ်ရှိ အဆောက်အဦအား ငှားရမ်း၍ လုပ်ငန်းဆောင်ရွက်မည် ဖြစ်ပါသည်။ နှစ်စဉ် မြေနှင့် အဆောက်အဦ ငှားရမ်းခမှာ အမေရိကန် ဒေါ်လာ ၁၁၄,၀၀၀ ဖြစ်ပြီး မြေနှင့် အဆောက်အဦငှားရမ်းခနှုန်းမှာ ၁ နှစ် တစ်စတုရန်း မီတာလျှင် အမေရိကန် ဒေါ်လာ ၁၈.၇၁၈ နှုန်း ဖြစ်ပါသည်။

၄။ လုပ်ငန်းစီမံကိန်းကာလမှာ ၅၀ နှစ် ဖြစ်ပြီး တည်ဆောက်ရေးကာလမှာ ၁၂ လ ကြာမြင့်မည် ဖြစ်ကြောင်း တင်ပြထားပါသည်။

၅။ လုပ်ငန်း၏ စုစုပေါင်းမတည်ငွေရင်းပမာဏမှာ US$ ၁.၁၅၅ သန်း ဖြစ်ပါသည်။ မတည်ငွေရင်း ထည့်ဝင်မှုများမှာ တစ်ဖက်ပါအတိုင်း ဖြစ်ပါသည်-

| | US$ (သန်း) |
|---|---|
| ငွေသား | ၀.၄၄၃ |
| စက်နှင့်စက်ပစ္စည်းတန်ဖိုး | ၀.၃၆၈ |
| ကုန်ကြမ်းပစ္စည်း | ၀.၃၄၄ |
| **စုစုပေါင်း** | **၁.၁၅၅** |

၆။ လုပ်ငန်းဆောင်ရွက်ရန်အတွက် ပထမနှစ်တွင် ပြည်တွင်းမှ ဝန်ထမ်း ၂၀ ဦး ခန့်ထားမည် ဖြစ်ပါသည်။ ပြည်တွင်းဝန်ထမ်း တစ်ဦး ၏ အနိမ့်ဆုံး လစာမှာ ကျပ် ၄၀၅,၀၀၀ နှင့် အမြင့်ဆုံး လစာ ကျပ် ၁၀,၅၃၀,၀၀၀ ဖြစ်ပါသည်။

၇။ လုပ်ငန်းမှ ထွက်ရှိသော ဆောက်လုပ်ရေးလုပ်ငန်းသုံးဓာတုပစ္စည်းများကို ပြည်တွင်းတွင် ၁၀၀% ရောင်းချမည်ဖြစ်ပြီး ပုံမှန်နှစ်(ပထမနှစ်)၏ ထုတ်လုပ်မှု အရေအတွက်နှင့် ရောင်းဈေး နှုန်းများမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

| **စဉ်** | **အမျိုးအစား** | ထုတ်လုပ်မှု (Metric Ton) | ရောင်းဈေးနှုန်း (US$/ Metric Ton) |
|---|---|---|---|
| (က) | Master Pozzolith R 148 | ၄၁၀ | ၃၂၂ |
| (ခ) | Master Pozzolith Rhebuild 561 | ၅၆၀ | ၅၂၀ |
| (ဂ) | Master Glenium SKY 8761 | ၂၀၀ | ၁,၅၀၀ |

၈။ လုပ်ငန်းဆောင်ရွက်ခြင်းဖြင့် ပုံမှန်နှစ် (၄ နှစ်မြောက်)တွင် ရရှိမည့် ကုမ္ပဏီ၏ ဝင်ငွေနှင့် အသုံးစရိတ် ခန့်မှန်းခြေမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည် -

| | | **US$(သန်း)** |
|---|---|---|
| (က) | ဝင်ငွေ | ၄.၇၅၇ |
| (ခ) | အသုံးစရိတ် | ၄.၄၁၉ |
| (ဂ) | အသားတင်အမြတ် | ၀.၃၃၈ |

၉။ ဤလုပ်ငန်းကိုဆောင်ရွက်ခြင်းဖြင့်နိုင်ငံတော်မှ ပုံမှန်နှစ်တွင်ရရှိမည့်အကျိုးအမြတ်ခန့်မှန်းခြေ မှာ ဝင်ငွေခွန် US$ ၀.၁၁၃ သန်းနှင့် ကုန်သွယ်လုပ်ငန်းခွန် US$ ၀.၂၃၈ သန်း ရရှိမည် ဖြစ်ပါ သည်။

၁၀။ အဆိုပြုလုပ်ငန်းနှင့်စပ်လျဉ်း၍ ပတ်ဝန်းကျင် ထိန်းသိမ်းရေးဦးစီးဌာနမှပတ်ဝန်းကျင် ထိခိုက်မှု ဆိုင်ရာဆန်းစစ်ခြင်း (Environmental Impact Assessment -EIA) ၊ ပတ်ဝန်း ကျင် စီမံခန့်ခွဲမှုအစီအစဉ် (Environmental Management Plan -EMP) ရေးဆွဲ တင်ပြရန်နှင့် စီမံချက်ပါအတိုင်း အကောင်အထည် ဖော်ဆောင်ရွက်ရန် သဘောထား မှတ်ချက်ပြန်ကြား ထားပါသည်။ **ကုမ္ပဏီမှ လိုက်နာ ဆောင်ရွက်မည်ဖြစ်ကြောင်း တင်ပြထားပါသည်။**

၁၁။ ငွေရေးကြေးရေး အထောက်အထားအဖြစ် စင်ကာပူနိုင်ငံရှိ Deutsche Bank မှ ၂၃-၃-၂၀၁၇ ရက်နေ့စွဲပါ စာဖြင့် BASF South East Asia Pte. Ltd. သည် ကြာရှည် လက်တွဲခဲ့သော ကုမ္ပဏီတစ်ခု ဖြစ်ပါကြောင်း နှင့် Citi Bank တွင် BASF (Thai) Limited သည် ၁၆-၃-၂၀၁၇ ရက်နေ့ အထိ US$ ၂,၅၀၇,၉၁၄.၇၇ ရှိကြောင်း ထောက်ခံစာအား တင်ပြ ထားပါသည်။

၁၂။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေအရ လုပ်ငန်းဆောင်ရွက်ခွင့်ကို ၂၀၁၇ ခုနှစ် ဩဂုတ်လ ၁၄ ရက်နေ့တွင် ကျင်းပသည့် အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ ၂၁/၂၀၁၇ အစည်းအဝေးသို့ တင်ပြခဲ့ပြီး ဖြစ်ပါသည်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေ ၇၅ ၊ ၇၇ နှင့် ၇၈ အရ အခွန် ကင်းလွတ်ခွင့် (သို့မဟုတ်) သက်သာခွင့်များ ခံစားခွင့်ပြုရန် တင်ပြထားပါသည်။

**စိစစ်တင်ပြချက်**

၁၃။ (က) အဆိုပြုလုပ်ငန်းသည် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ဥပဒေ၊ ဥပဒေပုဒ်မ ၃၆ (ဂ) တွင် ပါဝင်သဖြင့် ခွင့်ပြုမိန့်ရယူရန် လိုအပ်သည့် ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်း အမျိုးအစား ဖြစ်ပြီး အမိန့် ကြော်ငြာစာ အမှတ် (၁၀/၂၀၁၇) အရ ဇုန် (၃) ဖွံ့ဖြိုးမှုရှိသော ဒေသများ စာရင်းတွင် ပါဝင်သဖြင့် ရင်းနှီးမြှုပ်နှံသူအား စီးပွားဖြစ် စတင်သော နှစ် အပါဝင် တစ်ဆက်တည်း ၃ နှစ် အထိ ဝင်ငွေခွန်ကင်းလွတ် ခွင့်ပြုနိုင်ကြောင်း စိစစ် တွေ့ရှိ ရပါသည်။

(ခ) မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ အမိန့်ကြော်ငြာစာအမှတ် (၁၃/၂၀၁၇) အရ ရင်းနှီး မြှုပ်နှံမှုကဏ္ဍ သတ်မှတ်ခြင်း စာရင်းတွင် ပါဝင်ကြောင်း စိစစ် တွေ့ရှိရပါ သည်။

(ဂ ) ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုနှင့် ဖက်စပ်နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဖြင့် ဆောက်လုပ်ရေး လုပ်ငန်းသုံး ပုံ့ပိုးပစ္စည်းများ ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်း များအား ရန်ကုန်တိုင်းဒေသကြီးတွင် ခွင့်ပြုမိန့် (၂)ခု ထုတ်ပေးခဲ့ပြီးဖြစ်ပါသည်။

**ဆုံးဖြတ်ရန်အချက်**

၁၄။ စင်ကာပူသမ္မတနိုင်ငံရှိ BASF South East Asia Pte. Ltd. မှ ၉၉.၉၀% နှင့် ထိုင်းနိုင်ငံရှိ BASF (Thai) Ltd. မှ ၀.၁% ထည့်ဝင်၍ မြန်မာနိုင်ငံတွင် ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် BASF Myanmar Manufacturing Company Limited တည်ထောင်ကာ မြေကွက် အမှတ်-၁၅၉၊ မြေတိုင်းရပ်ကွက်အမှတ် ၁၁၃၊ စက်မှုဇုန်၊ ဒဂုံမြို့သစ် (အရှေ့ပိုင်း) မြို့နယ်၊ ရန်ကုန်တိုင်း ဒေသကြီး၊ မြေဧရိယာ ၁.၅၀၅ ဧက (၆,၀၉၀.၅၂၅ စတုရန်းမီတာ) ရှိ မြေနှင့် အဆောက်အဦအား ငှားရမ်း၍ ဆောက်လုပ်ရေးလုပ်ငန်းသုံး ဓာတုပစ္စည်းများ ထုတ်လုပ် ရောင်းချခြင်းလုပ်ငန်းအား မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ဆောင်ရွက်ခွင့် ပြုပါရန် တင်ပြလာခြင်း ကိစ္စနှင့် စပ်လျဉ်း၍ ခွင့်ပြုမိန့် ထုတ်ပေးရန် သဘော တူ-မတူ။

ဥက္ကဋ္ဌ (ကိုယ်စား)
(မြသူဇာ၊ တွဲဖက်အတွင်းရေးမှူး)

မိတ္တူကို
ရုံးလက်ခံ

M-1000
2/8/8

ရင်းနှီးမြုပ်နှံမှုဌာနဆိုင်ရာပူးပေါင်းလုပ်ငန်းအဖွဲ့
ရန်ကုန်မြို့
စာအမှတ်၊ ၀၀၁/ MIC(OSS) /၀၁(၃၅၈/၁၇)
ရက်စွဲ၊ ၂၀၁၇ ခုနှစ် ဩဂုတ်လ ၂၄ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **BASF Myanmar Manufacturing Company Limited မှ ဆောက်လုပ်ရေးလုပ်ငန်းသုံး ဓာတုပစ္စည်းများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း လုပ်ကိုင်ဆောင်ရွက်ခွင့်ပြုပါရန် ကိစ္စနှင့်စပ်လျဉ်း၍ သဘောထားမှတ်ချက် ပြန်ကြားခြင်း**

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၁၆-၈-၂၀၁၇ ရက်စွဲပါစာအမှတ်၊ မရက-၃/ ခ-၀၀၄/၂၀၁၇ (၀၁၅)

၁။ စင်ကာပူ သမ္မတနိုင်ငံရှိ BASF South East Asia Pte. Ltd. မှ ၉၉.၉၀% နှင့် ထိုင်းနိုင်ငံရှိ BASF (Thai) Ltd. မှ ၀.၁% ထည့်ဝင်၍ မြန်မာနိုင်ငံတွင် ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် BASF Myanmar Manufacturing Company Limited တည်ထောင်ကာ မြေကွက်အမှတ်-၁၅၉၊ မြေတိုင်းရပ်ကွက်အမှတ်- ၁၁၃၊ စက်မှုဇုန်၊ ဒဂုံမြို့သစ် (အရှေ့ပိုင်း) မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး၊ မြေဧရိယာ ၁.၅၀၅ ဧက (၆,၀၉၀.၅၂၅ စတုရန်းမီတာ) ရှိ မြေနှင့်အဆောက်အဦအားငှားရမ်း၍ဆောက်လုပ်ရေးလုပ်ငန်းသုံး ဓာတုပစ္စည်းများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာခြင်းနှင့်စပ်လျဉ်း၍ စိစစ်ပြီး သဘောထားမှတ်ချက်ပြန်ကြားပေးပါရန် ရည်ညွှန်းပါစာဖြင့် အကြောင်းကြားလာပါသည်။

၂။ အဆိုပါ စုံစမ်းမေးမြန်းလာသော ရင်းနှီးမြှုပ်နှံမှုဆိုင်ရာအဆိုပြုလွှာအား စိစစ်ရာတွင်အောက်ပါအချက်များကို လေ့လာတွေ့ရှိရပါသည် -

(က) ပေးပို့လာသောအဆိုပြုလွှာတွင် ရင်းနှီးမြှုပ်နှံမှုကာလမှာနှစ် (၅၀) ဖြစ်ပြီး၊ သက်တမ်းတိုး (၁၀) နှစ် (၂) ကြိမ်ဆောင်ရွက်မည်ဖြစ်ကာ တည်ဆောက်ပြင်ဆင်ရေးကာလမှာ (၁) နှစ်ဖြစ်ကြောင်း၊

(ခ) အဆိုပြုလုပ်ငန်းအတွက် မြေ ၆,၀၉၀.၅၂၅ စတုရန်းမီတာပေါ်ရှိ (၁,၈၆၁.၅၅ စတုရန်းမီတာ) ကျယ်ဝန်းသော အဆောက်အဦကို မွမ်းမံပြင်ဆင်ကာ လုပ်ငန်းဆောင်ရွက်သွားမည်ဖြစ်ကြောင်း၊

(ဂ) အဆိုပြုလုပ်ငန်းနှင့် စပ်လျဉ်း၍ ကုန်ကြမ်းဓာတုဗေဒ ပစ္စည်းများကို ပြည်ပမှတင်သွင်း၍ ပြည်တွင်း၌ အမျိုးအစားအလိုက် ရောစပ်ထုပ်ပိုးမှု ပြန်လည်ပြုလုပ်ကာ ထုတ်လုပ်ရောင်းချသွားမည် ဖြစ်ကြောင်း၊

(ဃ) အဆိုပြုလုပ်ငန်းမှ ထုတ်လုပ်မှုအနေဖြင့် ပထမနှစ်တွင် ခန့်မှန်းတန် (၁၇၀၀) ကျော်မှ (၁၀) နှစ်အတွင်းတန် (၁၃၀၀၀) ကျော်အထိ တိုးမြှင့်ထုတ်လုပ်သွားမည် ဖြစ်ကြောင်း၊

(င) မီးဘေး ကြိုတင်ကာကွယ်ရေးစီမံချက်၊ အရေးပေါ် ဘေးအန္တရာယ်စီမံခန့်ခွဲရေး အစီအစဉ်၊ အရေးပေါ် ကယ်ဆယ်ရေးအစီအစဉ်၊ လုံခြုံရေးအစီအစဉ်နှင့် ဝန်ထမ်းသက်သာချောင်ချိ ရေးအစီအစဉ်များကို ဆောင်ရွက်သွားမည် ဖြစ်ကြောင်း၊

(စ) လုပ်ငန်းမှ နှစ်စဉ်ရရှိလာမည့်အမြတ်ငွေ၏ (၁%) ခန့်ကို လူမှုရေးဆိုင်ရာတာဝန်ခံဆောင် ရွက်မှု (Corporate Social Responsibility-CSR) လုပ်ငန်းများတွင် အသုံးပြုသွားမည် ဖြစ်ကြောင်း၊

(ဆ) သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်စပ်လျဉ်း၍ အဆိုပြုလုပ်ငန်းကြောင့် ပတ်ဝန်းကျင် ထိခိုက်မှုမရှိစေရန် သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာနမှထုတ် ပြန်ထားသော ဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်းနှင့်အညီ လိုက်နာဆောင်ရွက်သွား မည်ဖြစ်ပြီး လိုအပ်သော ပတ်ဝန်းကျင်ဆိုင်ရာ စီမံခန့်ခွဲမှုအစီအစဉ်များကို ဆောင်ရွက်သွား မည် ဖြစ်ကြောင်း ဖော်ပြပါရှိပါသည်။

၃။ အဆိုပြုလုပ်ငန်း တည်ဆောက်လည်ပတ်ခြင်းနှင့်စပ်လျဉ်း၍ အောက်ဖော်ပြပါပတ်ဝန်းကျင်ဆိုင်ရာ ထိခိုက်မှုများဖြစ်ပေါ်လာနိုင်ကြောင်း လေ့လာသုံးသပ်ရပါသည် -

(က) BASF Myanmar Manufacturing Company Limited မှ ဆောက်လုပ်ရေး လုပ်ငန်း သုံးဓာတုပစ္စည်းများ ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်းဆောင်ရွက်ရာတွင် ဓာတုပစ္စည်းများ ကို အသုံးပြုဆောင်ရွက်ရသဖြင့် ကုန်ကြမ်းများသိုလှောင်ခြင်း၊ လုပ်ငန်းအဆင့်ဆင့်မှထွက် ရှိသည့် စွန့်ပစ်ပစ္စည်း/အရည်များ၊ အနံ့အသက်များကြောင့် ပတ်ဝန်းကျင် ရေထု၊ လေထု၊ မြေထုညစ်ညမ်းမှု ဖြစ်ပေါ်နိုင်ခြင်း၊

(ခ) စက်ရုံလည်ပတ်ခြင်းမှ ထွက်ရှိလာမည့် အမှုန်၊ အမွှားများ၊ ဆူညံသံများကြောင့်လေထု နှင့်အသံညစ်ညမ်းမှုဖြစ်ပေါ်ပြီး စက်ရုံဧရိယာပတ်ဝန်းကျင်ရှိ ပြည်သူများအား ကျန်းမာရေး ထိခိုက်စေခြင်း၊

(ဂ) လုပ်ငန်းသုံးစက်၊ ယာဉ်ယန္တယားများနှင့် စက်သုံးဆီအညစ်အကြေး စွန့်ပစ်ပစ္စည်း၊ အရည် များကြောင့် ရေ/မြေ ညစ်ညမ်းမှုဖြစ်ပေါ်နိုင်ပြီး စီမံကိန်းဧရိယာအနီးတဝိုက်ရှိ ပြည်သူတို့၏ ကျန်းမာရေးအား ထိခိုက်မှုဖြစ်စေနိုင်ခြင်း။

(ဃ) စက်ရုံလည်ပတ်ရာတွင် ထွက်ရှိလာမည့် အခိုးအငွေ့များနှင့် Lignosulphonate, Naphthalene, Melamine, PCE အစရှိသည့် ဓါတုပစ္စည်းများအား စနစ်တကျကိုင်တွယ်ခြင်း၊ အသုံးပြုခြင်း၊ စီမံခန့်ခွဲခြင်းမပြုလုပ်နိုင်ပါက လေထုညစ်ညမ်းခြင်း၊ စွန့်ပစ်အရည်/စွန့်ပစ် ပစ္စည်းများကို ပတ်ဝန်းကျင်ဆိုင်ရာ စံချိန်စံညွှန်းများနှင့်အညီ စနစ်တကျစီမံခန့်ခွဲမှုမရှိခြင်း တို့ကြောင့် ရေထုညစ်ညမ်းခြင်း၊ မြေဆီလွှာညစ်ညမ်းခြင်းစသည့် ပတ်ဝန်းကျင်ထိခိုက်မှု များနှင့် ကျန်းမာရေးဆိုင်ရာထိခိုက်မှု ပြဿနာများ ဖြစ်ပေါ်လာနိုင်ပါသည်။

sakura

၄။ သို့ဖြစ်ပါ၍ BASF Myanmar Manufacturing Company Limited မှ ဆောက်လုပ်ရေးလုပ်ငန်းသုံးဓာတုပစ္စည်းများထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းလုပ်ကိုင်ဆောင်ရွက်ခြင်းနှင့်စပ်လျဉ်း၍ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဆိုင်ရာဆောင်ရွက်ရမည့်လုပ်ငန်းများကို အောက်ပါအတိုင်း သဘောထားမှတ်ချက်ပြန်ကြားအပ်ပါသည် -

(က) အဆိုပြုလုပ်ငန်းများကြောင့်ဖြစ်ပေါ်လာနိုင်သည့် ပတ်ဝန်းကျင်၊ လူမှုရေးနှင့်ကျန်းမာရေး ထိခိုက်ပျက်စီးမှုများကို လျော့နည်းစေရန်အတွက် လုပ်ငန်းဆိုင်ရာအချက်အလက်များကို ပြည့်စုံစွာဖော်ပြပြီး လုပ်ငန်းဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ထိခိုက်မှု အနည်းဆုံးဖြစ်စေမည့် နည်းစနစ်များအားအသုံးပြုရန်နှင့် အဆိုပြုလွှာတွင်ဖော်ပြထားသည့် လူမှုရေးဆိုင်ရာ တာဝန်ခံဆောင်ရွက်မှု (Corporate Social Responsibility-CSR) အတွက်အသားတင် အမြတ်ငွေ၏ ၁% ကိုအသုံးပြုခြင်းအပါအဝင် ဆောင်ရွက်ပေးသွားမည့် ကတိကဝတ်များကိုတိတိကျကျ လိုက်နာအကောင်အထည်ဖော် ဆောင်ရွက်ရန်၊

(ခ) အဆိုပြုလုပ်ငန်းနှင့်စပ်လျဉ်း၍ **ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်း (Environmental Impact Assessment-EIA)** ကို ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းဆိုင်ရာ လုပ်ထုံးလုပ်နည်းအပိုဒ် (၄၉)၊ (၆၃) နှင့်အညီဆောင်ရွက်ရန်၊

(ဂ) ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းဆိုင်ရာလုပ်ထုံးလုပ်နည်း အပိုဒ် ၄၅၊ ၄၆ တို့အရစီမံကိန်းအဆိုပြုသူသည် ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းလုပ်ငန်း **(Environmental Impact Assessment-EIA)** မစတင်မီအဆိုပါလုပ်ငန်းကို ဆောင်ရွက်မည့်တတိယပုဂ္ဂိုလ် (သို့မဟုတ်) အဖွဲ့အစည်းနှင့်စပ်လျဉ်း၍ သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာန၏ ဆုံးဖြတ်ချက်ရယူရန်၊

(ဃ) ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းဆိုင်ရာလုပ်ထုံးလုပ်နည်း အပိုဒ် ၄၇ မှ အပိုဒ် ၅၄ထိ ဖော်ပြချက်အရ စီမံကိန်းအဆိုပြုသူသည် နယ်ပယ်အတိုင်းအတာ သတ်မှတ်ခြင်းအစီရင်ခံစာနှင့်ဆောင်ရွက်မည့်လုပ်ငန်းတာဝန်များကို လမ်းညွှန်ချက်များနှင့်အညီ လေ့လာဆန်းစစ်ပြုစု၍ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန၊ သယံဇာတနှင့်သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာနသို့ တင်ပြအတည်ပြုချက်ရယူရန်၊

(င) အတည်ပြုပြီးသောနယ်ပယ်အတိုင်းအတာသတ်မှတ်ခြင်း အစီရင်ခံစာပါအချက်များအပေါ် အခြေခံ၍ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းဆိုင်ရာ လုပ်ထုံးလုပ်နည်းအပိုဒ် (၆၃) ပါအချက်များနှင့်အညီ **ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းအစီရင်ခံစာ (EIA)** ကိုဆောင်ရွက်ပြီး သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာနသို့ ရေးဆွဲတင်ပြရန်၊

(စ) အထက်ပါလေ့လာဆန်းစစ်မှု ရလဒ်များကိုအခြေခံ၍ ပတ်ဝန်းကျင်နှင့်လူမှုရေးထိခိုက်မှု မဖြစ်ပေါ်စေရေး (သို့မဟုတ်) ထိခိုက်မှုအနည်းဆုံးဖြစ်စေသည့် လုပ်ငန်းဆောင်ရွက်မည့် အစီအစဉ် စွန့်ပစ်ပစ္စည်း/စွန့်ပစ်အရည် စီမံခန့်ခွဲမှုအစီအစဉ်၊ စောင့်ကြပ်ကြည့်ရှုစစ်ဆေးမည့်အစီအစဉ်၊ ပတ်ဝန်းကျင်ထိခိုက်မှု လျော့ပါးစေရေး ဆောင်ရွက်မည့်လုပ်ငန်းများ အတွက် သုံးစွဲမည့်ရန်ပုံငွေစသည်တို့ပါဝင်သည့် **ပတ်ဝန်းကျင်စီမံခန့်ခွဲမှုအစီအစဉ်** (En-

vironmental Management Plan-EMP) ကို ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းဆိုင်ရာလုပ်ထုံးလုပ်နည်းပါ အချက်အလက်များနှင့်အညီ ရေးဆွဲတင်ပြရန်နှင့် စီမံချက်ပါ အတိုင်းအကောင်အထည်ဖော် ဆောင်ရွက်ရန်။

(ဆ) ပြဋ္ဌာန်းထုတ်ပြန်ထားပြီးဖြစ်သောပတ်ဝန်းကျင်ထိန်းသိမ်းရေး ဥပဒေ၊ နည်းဥပဒေ၊ ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းဆိုင်ရာ လုပ်ထုံးလုပ်နည်း၊ အမျိုးသားပတ်ဝန်းကျင်ဆိုင်ရာ အရည်အသွေး (ထုတ်လွှတ်မှု) လမ်းညွှန်ချက်များတွင်ဖော်ပြပါရှိသည့် လိုက်နာဆောင်ရွက်ရမည့်အချက်များ၊ လုပ်ထုံးလုပ်နည်းများ၊ လမ်းညွှန်ချက်များနှင့်အညီ လိုက်နာဆောင်ရွက်ရန်နှင့် တင်ပြရမည့်အစီအစဉ်အလိုက် လိုအပ်သည့်ပုံစံများဖြည့်စွက်၍တစ်ပါတည်း တင်ပြရန်၊

(ဇ) သက်ဆိုင်ရာ တိုင်းဒေသကြီးအစိုးရအဖွဲ့၏ ကြီးကြပ်ကွပ်ကဲမှုဖြင့် လုပ်ငန်းဆောင်ရွက်မည့် နေရာဒေသတွင် နေထိုင်သော ဒေသခံပြည်သူများ၏ဆန္ဒနှင့် သဘောထားများကိုလည်း ရယူ ဆောင်ရွက်ရန်၊

၂၃/၈/၁၇

(အောင်သူကျော်)
ဒုတိယညွှန်ကြားရေးမှူး
အဖွဲ့ခေါင်းဆောင်
ရင်းနှီးမြှုပ်နှံမှုဌာနဆိုင်ရာပူးပေါင်းလုပ်ငန်းအဖွဲ့

**မိတ္တူကို**

ပြည်ထောင်စုဝန်ကြီးရုံး
သယံဇာတနှင့်သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာန
ညွှန်ကြားရေးမှူးချုပ်၊ သစ်တောဦးစီးဌာန
ဦးဆောင်ညွှန်ကြားရေးမှူး၊ မြန်မာ့သစ်လုပ်ငန်း
ညွှန်ကြားရေးမှူးချုပ်၊ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန
ညွှန်ကြားရေးမှူး၊ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန၊ ရန်ကုန်တိုင်းဒေသကြီး
ရုံးလက်ခံ

Chairman
Myanmar Investment Commission
No. 1, Thit Sar Road, Yankin Township
Yangon, the Republic of the Union of Myanmar

Date: 4 September 2017

**Subject: Submission of Supplemental Information for BASF (Thai) Ltd.'s Application for MIC Permit**

Your Excellency,

1. We, BASF (Thai) Ltd. (Company Registration Number 0105509004737), a company incorporated under the laws of Thailand, together with our affiliate BASF South East Asia Pte Ltd. (Unique Entity No. 197801536N), a company incorporated under the laws of Singapore, intend to invest in production, supply and sale of construction chemicals and chemical products, and provide technical support and consultancy support related to such production, supply and sale to distributors and business partners in Myanmar ("**Proposed Investment**"). To that end, we will be incorporating a company under the name BASF Myanmar Manufacturing Company Ltd., or such other name as may be approved by the Companies Registration Office ("**BASF MM**").

2. We refer to our application submitted to the Myanmar Investment Commission ("**MIC**") dated 8 August 2017, which was accepted by the MIC following the MIC's Proposal Assessment Team meeting (21/2017) held on 14 August 2017 (the "**PAT Meeting**").

3. Following the PAT Meeting, please find attached our revised MIC Proposal Packs, duly amended or supplemented to address the various comments and follow up points raised during the PAT Meeting and in the MIC's Letter to us dated 15 August 2017 (Ref No. MaYaKa- 3/Ka-004/2017 (011).

4. Please let us know if any clarifications are required in respect of the above. Thank you.

Yours Sincerely,

Naree Wongmanee
Director
BASF (Thai) Ltd.

Chairman
Myanmar Investment Commission
No. 1, Thit Sar Road, Yankin Township
Yangon, the Republic of the Union of Myanmar

Date: 12 September 2017

**Subject: Application for MIC Permit – Amendment to Construction Period**

Your Excellency,

1. We, BASF (Thai) Ltd. (Company Registration Number 0105509004737), a company incorporated under the laws of Thailand, together with our affiliate BASF South East Asia Pte Ltd. (Unique Entity No. 197801536N), a company incorporated under the laws of Singapore, intend to invest in production, supply and sale of construction chemicals and chemical products, and provide technical support and consultancy support related to such production, supply and sale to distributors and business partners in Myanmar. To that end, we will be incorporating a company under the name BASF Myanmar Manufacturing Company Ltd., or such other name as may be approved by the Companies Registration Office.

2. We refer to our application submitted to the Myanmar Investment Commission ("**MIC**") dated 8 August 2017, which was accepted by the MIC following the MIC's Proposal Assessment Team meeting (21/2017) held on 14 August 2017.

3. The current construction / preparation period stated in point 8(f) of our MIC Proposal Form (Form 2) is 4 months from the date of issuance of the MIC Permit. We would like to request for the construction / preparation period to be amended to 12 months from the date of issuance of the MIC Permit.

4. Please let us know if any clarifications are required in respect of the above. Thank you.

Yours Sincerely,

Naree Wongmanee
Director
BASF (Thai) Ltd.

**Proposal Form for the Investment to be made in the Republic of the Union of Myanmar** **Form (2)**

**To: Chairman**
**Myanmar Investment Commission**

Reference No.:
Date: 8 August 2017

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Section 36 of the Myanmar Investment Law by furnishing the following particulars:

1. The Investor's:-
   - (a) Name: Ms. Naree Wongmanee
   - (b) Father's Name: N/A
   - (c) ID No. / National Registration Card No. / Passport No. AA4552073
   - (d) Citizenship: Thai
   - (e) Address:
     - (i) Address in Myanmar: N/A
     - (ii) Residence Abroad: 1/3 Moo 10, Lam Luk Ka Sub-district, Lam Luk Ka District, Pathum Thani 12150, Thailand
   - (f) Phone / Fax : Phone: +66 2 204-9445 BCN: 866319445, Mobile: + 668 1 824 3301 Fax: +66 2 664-9259
   - (g) E-mail Address: naree.wongmanee@basf.com
   - (h) Name of Principle Organisation: BASF (Thai) Ltd.
   - (i) Type of Business: Production, mixing, and blending of chemicals used in amongst others, construction sector
   - (j) Principle Company's Address: 622 Room 1-6 Emporium Tower, 23rd Floor, Sukhumvit 24 Road, Klongton Sub-District, Klongtoey District, Bangkok, Thailand

2. If the investment business is formed under joint venture, please furnish the details of partners:
   - (a) Name: N/A
   - (b) Father's Name: N/A
   - (c) ID No. / National Registration Card No. / Passport No. N/A
   - (d) Citizenship: N/A
   - (e) Address:
     - (i) Address in Myanmar: N/A
     - (ii) Residence Abroad: N/A
   - (f) Parent Company: N/A
   - (g) Parent Company's Address: N/A

NW

**Note:** The following documents need to be attached according to the above paragraph (1) and (2):-

(1) Company Registration Certificate (copy) – Please refer to **Annex 1**.

(2) National Registration Card (copy) and Passport (copy) – Please refer to **Annex 2**.

(3) Evidences about the business and financial conditions of the participants of the proposed investment business – Please refer to **Annexes 3 and 4** for bank reference letters for each of BASF South East Asia Pte. Ltd. and BASF (Thai) Ltd. respectively.

3. If the investor does not apply for permission to make investment by himself / herself, the applicant:

(a) Name: N/A

(b) Name of Contact Person: N/A
(if application is business organization)
**Remark**: To submit the official letter of legal representative as attachment

(c) ID No. / National Registration Card No./Passport No. N/A

(d) Citizenship: N/A

(e) Address in Myanmar: N/A

(f) Phone / Fax : N/A

(g) E-mail: N/A

4. Type of proposed investment business:

The investment will be made through a newly incorporated company in Myanmar, to be called BASF Myanmar Manufacturing Company Limited or such other name that is permitted by the Companies Registration Office ("**BASF MM**"), which will undertake the activities below.

**(a) Manufacturing and sale of construction chemicals**

BASF Group is the world's largest producer of chemicals in the world. Headquartered in Germany, it operates in over 80 countries in the world.

In 2014, BASF Myanmar Ltd. ("**BML**") was incorporated in Myanmar as a service company. Since its incorporation, BML has been, amongst other things, undertaking market research, and providing specialist technical support to BASF customers in Myanmar.

In recent years, there has been a growing demand in the construction market for BASF products. As such, BASF is proposing to establish a manufacturing facility in Myanmar to meet this growing demand. The proposed manufacturing facility will not only provide Myanmar customers with easier access to BASF products but also will allow for the introduction of new BASF products into Myanmar.

**(b) Service business related to manufacturing**

The service business will focus on providing technical support and consultancy services related to the manufacturing business outlined above, to BASF's distributors and business partners in Myanmar.

5. Type of business organisation to be formed:

☒One Hundred Percent ☐Joint Venture (to attach the draft of JV agreement)
☐Type of Contractual Basis (to attach contract (agreement) draft)

6. List of shareholders:

| No | Name of Shareholder | Citizenship | Share Percentage |
|---|---|---|---|
| 1. | BASF South East Asia Pte. Ltd. | Singapore | >99.9 |
| 2. | BASF (Thai) Ltd. | Thailand | <0.1 |

7. Particulars of company incorporation:

(a) Authorised Capital: US$2,100,000

(b) Type of Share: Ordinary

(c) Number of Shares: 1,155,000 shares with par value of US$1.00

**Note:** Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 7: Please refer to **Annex 5(a)** for the Memorandum of Association and Articles of Association and **Annex 5(b)** for list of directors of the Company.

8. Particulars of paid-up capital of the investment business:

| | **Kyat / US$ (Million)** |
|---|---|
| (a) Amount / percentage of local capital to be contributed | N/A |
| (b) Amount / percentage of foreign capital to be brought in | US$1,155,000 (100%) |
| **Total:** | US$1,155,000 |

(c) Annually or period of proposed capital to be brought in

One year – the capital will be brought in within the first year of investment.

(d) Value / amount of investment

The initial investment is US$1,155,000. Further investment will be made as and when business needs arise.

(e) Investment period: 50 years (with extensions of two terms of 10 years). The investment is intended to be a long-term investment with no foreseeable cut-off date.

(f) Construction / preparation period: Twelve months from the date of issuance of the MIC Permit. There will be no construction made, although the prospective factory site is expected to be renovated. In particular, the renovation works will include flooring works at an estimated value of US$20,000 (flooring products to be supplied by BASF), and concrete works of the surrounding factory space to prepare a proper parking area at an estimated value of US$50,000.

N

**Note**: Describe with annexure if it is required for the specific condition in regard to the above Paragraph 8 (e). N/A

9. Detailed list of foreign capital to be brought in:

| | Foreign Currency (Million) | Equivalent Kyat (Million) |
|---|---|---|
| (a) Foreign currency (Type and Value) | US$443,266.10 | MMK598,409,235 |
| (b) Machinery and equipment (to enclose detailed list) | US$367,783.00 | MMK496,507,050 |
| (c) The value of initial raw materials and other similar materials (to enclose detailed list) | US$343,950.90 | MMK464,333,715 |
| (d) Value of license, intellectual property, industrial design, trade mark, patent, etc. | N/A | N/A |
| (e) Value of technical know-how | N/A | N/A |
| (f) Others (e.g.: Construction materials) | N/A | N/A |
| **Total** | US$1,155,000 | MMK1,559,250,000 |

**Remark**: The evidence of permission shall be submitted for the above paragraph 9(d) and (e).

10. Details of local capital to be contributed:

| | Kyat (Million) |
|---|---|
| (a) Amount | N/A |
| (b) Value of machinery and equipment (to enclose the detailed list) | N/A |
| (c) Value or rental rate of land and buildings | N/A |
| (d) Cost of building construction | N/A |
| (e) Value of furniture and assets (to close the detailed list) | N/A |
| (f) Value of initial raw material (to enclose the detailed list) | N/A |
| (g) Others | N/A |
| **Total** | N/A |

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11. Particulars of Loans:

- ❑ Loan (local) N.A. Kyat(s)
  US$
- ❑ Loan (abroad) N.A. US$

12. Particulars about the investment business:

(a) Investment Location(s) / Place: Plot No. 159,
Survey Block No. 113
Industrial Zone Ward
East Dagon Township
Yangon, Myanmar

(b) Type and Area Requirement for Land or Land and Building:

(i) Location: Plot No. 159,
Survey Block No. 113
Industrial Zone Ward
East Dagon Township
Yangon, Myanmar

(ii) Area and Number of Land/Building: 1.505 acres, with land at approximately 1.005 acres, and buildings at approximately 0.5 acres

(iii) Owner of the Land:

(aa) Name / Company / Department: U Ohn Kywe Soe

(bb) National Registration Card No.: 12/Ma Ya Ka (N) 001032

(cc) Address: No. 615-C-1, Pyay Road, Kamayut Township, Yangon, Myanmar

(iv) Type of Land: 60-year lease from the Department of Urban and Housing Development, Ministry of Construction, Myanmar

(v) Period of Land Lease Contract: 60 years.

(vi) Lease Period 5 years From: -[1] To: -

(vii) Lease Rate: USD9,500 per month for land and building inclusive, to be paid monthly (US$0.145 / sq ft / month)

(aa) Land N/A

(bb) Building N/A

(viii) Ward: Industrial Zone

(ix) Township: East Dagon Township

(x) State / Region: Yangon

(xi) Lessee

(aa) Name / Name of Company / Department: BASF MM

(bb) Father's Name: N/A

(cc) Citizenship: To be incorporated in the Republic of the Union of Myanmar

(dd) ID No. / Passport No.: N/A

[1] The lease agreement is intended to begin from the date of issuance of the MIC Permit.

(ee) Residence Address: N/A

**Note:** The following documents have to be enclosed for above Paragraph 12 (b):

(i) to enclose land ownership and ownership evidences (except industrial zone) and land map: Please refer to **Annex 6.**

(ii) land lease agreement (draft): Please refer to **Annex 7.**

(c) Requirement of building to be constructed:

(i) Type / Number of Building: N/A

(ii) Area: N/A

(d) Annual Products to be Produced / Services Please refer to **Annex 8.**

(e) Annual Electricity Requirement: Please refer to Annex 9.

(f) Annual Requirement of Water Supply: Please refer to **Annex 9.**

13. Detailed information about financial standing:

(a) Name / Company's Name: BASF South East Asia Pte. Ltd. and BASF (Thai) Ltd.

(b) ID No. / National Registration Card No. / BASF South East Asia Pte. Ltd.: 197801536N (Singapore); and BASF (Thai) Ltd.: 0105509004737 (Thailand)

Passport No.: N/A

(c) Bank Account No.: Deutsche Bank AG, Singapore Branch
SGD Current A/C No. 2508588-00-0
USD Current A/C No. 2508588-05-5
EUR Current A/C No. 2508588-01-8

**Remark:** To enclose bank statement from resident country or annual audit report of the principle company with regard to the above paragraph 13. Please refer to Annexes 3 and 4 for bank reference letters for each of BASF South East Asia Pte. Ltd. and BASF (Thai) Ltd. respectively.

14. List of Employment:

Projections for 1st Year of Commercial Operations

| Item | Designation /Rank | Citizen | Foreign | Total |
|---|---|---|---|---|
| a. | Senior management (Managers, senior officials) | 1 | 0 | 1 |
| b. | Other management level (Except from senior management) | 2 | 0 | 2 |
| c. | Professionals | 0 | 0 | 0 |
| d. | Technicians | 1 | 0 | 1 |
| e. | Advisors | 0 | 0 | 0 |
| f. | Skilled Labour | 4 | | 4 |
| g. | Workers | 1 | | 1 |
| Sub Total | | 9 | 0 | 9 |

| **Numbers of Personnel to be Outsourced** | | | | |
|---|---|---|---|---|
| h. | Advisors | 4 | 0 | 2 |
| i. | HR-Administrator | 1 | 0 | 1 |
| j. | Guard and security | 2 | 0 | 2 |
| k. | Housekeeping | 2 | 0 | 2 |
| l. | Driver | 2 | 0 | 2 |
| Sub Total | | **11** | 0 | 11 |
| **Total Personnel Required** | | **20** | 0 | 20 |

*Note : The above projections are provided on a best estimates basis and may be subject to change based on actual operational requirements at the point of commencement of operations.
The following information shall be enclosed:

(i) Please refer to **Annex 10(a)** for social security and welfare arrangements for employees. Please refer to **Annex 10(b)** for the detailed 10-year projections for employees and salaries.

(ii) Evaluation of environmental impact arrangements: Please refer to **Annex 11.**

15. Describe whether other Applications are being submitted together with the Proposal or not:

☒Land Rights Authorisation Application: Please refer to **Annex 7**

☒Tax Incentive Application: Please refer to **Annex 12**

16. Describe with annexure the summary of proposed investment.

Signature of the Applicant:

Name: Ms. Naree Wongmaneee

Title: Promoter / Director

Department / Company: BASF (Thai) Ltd.
(Seal/Stamp)

Date:

**Summary of Proposed Investment (Rule 38)**

1. Please describe any other person who has a significant direct or indirect interest in the investment.

The investment will be 100% foreign owned, with more than 99.9% capital to be contributed by BASF South East Asia Pte. Ltd. and less than 0.1% capital to be contributed by its affiliate BASF (Thai) Ltd.

(a) Please describe an Enterprise or individual who are entitled to possess more than 10% of the profit distribution:

(1) Name: BASF South East Asia Pte. Ltd.

(2) Address: 7 Temasek Boulevard #35-01 Suntec Tower One Singapore 038987

(3) Company / Registration No. or N.R.C No. / Passport No.: 197801536N

(b) If there is directly participated subsidiary in carrying out the proposed investment, please describe the name of that companies:

(1) N/A

(2) N/A

(3) N/A

2. The principal location or locations of the investment: Plot No. 159
Survey Block No. 113
Industrial Zone Ward
East Dagon Township
Yangon Myanmar

3. A description of the sector in which the investment is to be made and the activities and operations to be conducted: Manufacture and sale of construction chemicals

4. The proposed amount of the investment (in Kyat and US$): US$1,155,000
MMK1,559,250,000

5. A description of the plan for the implementation of the Investment including expected timetable:

(a) Construction or Preparatory Period (describe MM/YY): Twelve months of renovation works to commence after the issuance of the MIC Permit (estimated to commence on October 2017)

(b) Commercial Operation Date (describe MM/YY): As soon as possible upon completion of the necessary renovation works after the issuance of the MIC Permit.

6. Number of employees to be appointed:

| | | |
|---|---|---|
| (a) | Local | 9 (projected to increase to 20 by the 10th year of commercial operations) |
| (b) | Foreign (Expert / Technician) | 0 |

**Note**: In addition to the above, the company intends to outsource other essential work to local third party service providers. For the detailed breakdown, please refer to Question No. 14 in Form 2 above.

7. Please specify the detailed list of foreign capital (Capital in-Cash and Capital in-Kinds) in Kyat and US$:

| | | |
|---|---|---|
| (a) | Capital in-cash to be brought in | US$1,155,000 |
| (b) | Capital in-kind to be brought in | Nil |

**Note**: The investor may request the Commission to refrain from publishing commercial-in-confidential information of its investment.

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**Undertaking**

I / We hereby declare that the above statements are true and correct to the best of my / our knowledge and belief.

I / We fully understand that proposal may be denied or unnecessarily delayed if the applicant fails to provide required information to access by Commission for issuance of permit.

I / We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.

Signature of the Applicant:

Name: Ms. Naree Wongmanee

Title: Promoter / Director

Department / Company: BASF (Thai) Ltd.
(Seal/Stamp)

Date:

# အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း အကျဉ်းချုပ် (နည်းဥပဒေ ၃၈)

၁။ ရင်းနှီးမြှုပ်နှံမှုတွင် တိုက်ရိုက်ဖြစ်စေ၊ သွယ်ဝိုက်၍ဖြစ်စေ အကျိုးစီးပွား သိသာထင်ရှားစွာ ပါဝင်သော အခြားပုဂ္ဂိုလ်များဖော်ပြရန်-

(က) ရင်းနှီးမြှုပ်နှံသူမှ ရရှိမည့် အမြတ်ငွေ၏ ၁၀%နှင့် အထက်ကို ပိုင်ဆိုင်ခွင့်ရှိသည့် သို့မဟုတ် ထိန်းချုပ်ခွင့်ရှိသည့် လုပ်ငန်း၏-

(၁) အမည် — BASF South East Asia Pte. Ltd.

(၂) ဆက်သွယ်ရမည့် လိပ်စာ — 7 Temasek Boulevard #35-01 Suntec Tower One Singapore 038987

(၃) မှတ်ပုံတင်အမှတ် (ကုမ္ပဏီမှတ်ပုံတင် အမှတ်) — 197801536N

(ခ) ခွင့်ပြုမည့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရာတွင် တိုက်ရိုက်ပါဝင်သည့် လက်အောက်ခံ ကုမ္ပဏီများ ရှိလျှင် အဆိုပါ ကုမ္ပဏီများ၏ အမည်ကို ဖော်ပြရန်-

(၁) N/A

(၂) N/A

(၃) N/A

၂။ ရင်းနှီးမြှုပ်နှံမှု၏ အဓိကတည်နေရာ သို့မဟုတ် တည်နေရာများ — မြေကွက်အမှတ်- ၁၅၉၊ မြေတိုင်းရပ်ကွက်အမှတ်- ၁၁၃၊ စက်မှုဇုန် ရပ်ကွက်၊ ဒဂုံမြို့သစ် (အရှေ့ပိုင်း)၊ ရန်ကုန်မြို့။

၃။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ပြုလုပ်မည့်ကဏ္ဍနှင့် ဆောင်ရွက်မည့် စီးပွားရေးလုပ်ငန်းများ ဖော်ပြချက် — ဆောက်လုပ်ရေးလုပ်ငန်းသုံး ဓာတုပစ္စည်းများ ထုတ်လုပ် ရောင်းချခြင်း လုပ်ငန်း ဆောင်ရွက်ခြင်း

၄။ အဆိုပြုထားသော ရင်းနှီးမြှုပ်နှံမှုပမာဏ (မြန်မာကျပ် နှင့် အမေရိကန်ဒေါ်လာ တို့ဖြင့် ဖော်ပြရန်)

| အမေရိကန်ဒေါ်လာ | မြန်မာကျပ်ငွေ |
| --- | --- |
| US$ ၁,၁၅၅,၀၀၀/- | MMK ၁,၅၅၉,၂၅၀,၀၀၀ |

၅။ ရင်းနှီးမြှုပ်နှံမှု အကောင်အထည်ဖော်မည့် ခန့်မှန်းအချိန်ဇယား အပါအဝင် အစီအစဉ်ဖော်ပြချက်-

| | |
|---|---|
| (က) တည်ဆောက်မှုကာလ သို့မဟုတ် ပြင်ဆင်မှု ကာလ (နှစ်၊ လ တို့ဖြင့် ဖော်ပြရန်) | ကော်မရှင်၏ခွင့်ပြုမိန့်ရပြီးသည်မှ စတင်၍ ပြုပြင်မွမ်းမံမှု ကာလ- (၁၂)လ (အဆိုပါ ခန့်မှန်းခြေ ပြုပြင်မွမ်းမံမှု ကာလအား ၂၀၁၇ အောက်တိုဘာလ တွင် စတင်၍ မည်) |
| (ခ) စီးပွားဖြစ်စတင်မည့်ကာလ | ကော်မရှင်၏ခွင့်ပြုမိန့်ရရှိပြီးနောက် ပြုပြင်မွမ်းမံမှု လုပ်ငန်းစဉ်များ ပြီးလျှင်ချက်ခြင်း။ |

၆။ ခန့်ထားမည့် အလုပ်သမားဦးရေ-

| | |
|---|---|
| (က) ပြည်တွင်း | ၉-ဦး (စီးပွားဖြစ်စတင်သည့်နှစ်မှစ၍ (၁၀)နှစ်အတွင်း ၂၀-ဦး တိုးမြှင့်ခန့်ထားရန်။ |
| (ခ) ပြည်ပ (ပညာရှင်/ကျွမ်းကျင်သူ) | - |

**မှတ်ချက်။** ကုမ္ပဏီအနေဖြင့် လုပ်ငန်းကိစ္စများအတွက် အခြားလိုအပ်သော ဝန်ဆောင်မှုများအား ပြည်တွင်းရှိ ဝန်ဆောင်မှုပေးသော ကုမ္ပဏီများထံမှ ရယူမည်။ အသေးစိတ်အား အဆိုပြုလျှောက်ထားလွှာ ပုံစံ-၂ ၏ မေးခွန်းအမှတ်စဉ်-၁၄ တွင် ဖော်ပြထားပါသည်။

၇။ ပြည်ပမှ ပြည်တွင်းသို့ ယူဆောင်လာမည့် မတည်ရင်းနှီးမြှုပ်နှံမှုများတွင် ငွေသားဖြင့် ယူဆောင်မှု ပမာဏ (Capital in-Cash)၊ ရင်းနှီးပစ္စည်းအဖြစ် ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ (Capital in-Kinds) တို့အား တိကျစွာခွဲခြား သတ်မှတ် ဖော်ပြပေးရန် (မြန်မာကျပ် နှင့် အမေရိကန်ဒေါ်လာ တို့ဖြင့် ဖော်ပြရန်)

| | | |
|---|---|---|
| (က) ငွေသားဖြင့် ယူဆောင်လာမည့်ပမာဏ | US$ ၁,၁၅၅,၀၀၀/- | MMK ၁,၅၅၉,၂၅၀,၀၀၀ |
| (ခ) ပစ္စည်းအဖြစ် ယူဆောင်လာမည့် ရင်းနှီးငွေ ပမာဏ | - | - |

**မှတ်ချက်။** ရင်းနှီးမြှုပ်နှံသူသည် ရင်းနှီးမြှုပ်မှုနှင့် သက်ဆိုင်သော လျှို့ဝှက်ထိန်းသိမ်းရမည့် သတင်း အချက်အလက် အား ထုတ်ပြန်ခြင်းမှ ရှောင်ကြဉ်ရန် ကော်မရှင်ထံ တင်ပြတောင်းဆိုနိုင်သည်။

# ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှ ပေးအပ်သည့် အချက်အလက်များ အားလုံးသည် မှန်ကန်မှု ရှိပါကြောင်း အားမခံပါသည်။

ဤအဆိုပြုချက်တွင် ခွင့်ပြုမိန့်ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့် အချက်အလက်များကို လျှောက်ထားသူက ပေးအပ်ရန် ပျက်ကွက်ပါက အဆိုပြုချက်ကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာသဘောပေါက် နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင် မှ ချမှတ်သည့် စည်းမျဉ်းစည်းကမ်းကိုလည်း လိုက်နာမည် ဖြစ်ကြောင်း ဝန်ခံကတိပြု အပ်ပါသည်။

လျှောက်ထားသူ လက်မှတ် ------------------------------------------------

အမည် ------------------------------------------------

ရာထူး ------------------------------------------------

ဌာန/ကုမ္ပဏီတံဆိပ် ------------------------------------------------

ACCOUNTING AND CORPORATE REGULATORY AUTHORITY
(ACRA)

INFORMATION RESOURCES

WHILST EVERY ENDEAVOR IS MADE TO ENSURE THAT INFORMATION PROVIDED IS UPDATED AND CORRECT. THE AUTHORITY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE OR LOSS THAT MAY BE CAUSED AS A RESULT OF ANY ERROR OR OMISSION.

## Business Profile (Company) of BASF SOUTH EAST ASIA PTE. LTD. (197801536N)

**Date: 02/03/2016**

**The Following Are The Brief Particulars of :**

| | |
|---|---|
| Registration No. | 197801536N |
| Company Name. | BASF SOUTH EAST ASIA PTE. LTD. (w.e.f.22/01/1998) |
| Former Name if any | BASF SOUTH EAST ASIA PTE LTD |
| Incorporation Date. | 28/06/1978 |
| Company Type | PRIVATE COMPANY LIMITED BY SHARES |
| Status | Live Company |
| Status Date | 28/06/1978 |
| Amalgamated From | BASF SOUTH EAST ASIA PTE. LTD. (197801536N), CIBA (SINGAPORE) PTE. LTD. (197100846H), CIBA INDUSTRIES (SINGAPORE) PTE. LTD. (200514386K) |

**Principal Activities**

| | |
|---|---|
| Activities (I) | ACTIVITIES OF HEAD AND REGIONAL HEAD OFFICES (70101) |
| Description | |
| Activities (II) | |
| Description | |

**Capital**

| Issued Share Capital * (AMOUNT) | Number of Shares | Currency | Share Type |
|---|---|---|---|
| 520300000.00 | 520300 | SINGAPORE, DOLLARS | ORDINARY |

* Number of Shares includes number of Treasury Shares

| Paid-Up Capital (AMOUNT) | Number of Shares | Currency | Share Type |
|---|---|---|---|
| 520300000.00 | | SINGAPORE, DOLLARS | ORDINARY |

COMPANY HAS THE FOLLOWING ORDINARY SHARES HELD AS TREASURY SHARES

| Number Of Shares | Currency |
|---|---|

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**Business Profile (Company) of BASF SOUTH EAST ASIA PTE. LTD. (197801536N)** **Date: 02/03/2016**

| | |
|---|---|
| Registered Office Address | : 7 TEMASEK BOULEVARD<br>#35-01<br>SUNTEC TOWER ONE<br>SINGAPORE (038987) |
| Date of Address | : 04/12/1997 |
| Date of Last AGM | : 07/04/2015 |
| Date of Last AR | : 15/04/2015 |
| Date of A/C Laid at Last AGM | : 31/12/2014 |
| Date of Lodgment of AR, A/C | : 15/04/2015 |

**Audit Firms**

| NAME |
|---|
| KPMG LLP |

**Charges**

| Charge No. | Date Registered | Currency | Amount Secured | Chargee(s) |
|---|---|---|---|---|

**Officers/Authorised Representative(s)**

| Name / Address | ID | Nationality / Position Held | Source of Address | Date of Appointment |
|---|---|---|---|---|
| SANDRA LEE CHING CHING | 690830-13-5774 | MALAYSIAN | ACRA | 24/08/2015 |
| NO 21 JALAN SS 20/16, DAMANSARA KIM<br>47400 PETALING JAYA, SELANGOR, MALAYSIA | | Director | | |
| GOPALAN PILLAY | M00042411 | SOUTH AFRICAN | ACRA | 17/05/2013 |
| 45/F JARDINE HOUSE, 1 CONNAUGHT PLACE<br>CENTRAL, HONG KONG | | Director | | |
| CHRISTIAN MOMBAUR | G5494607X | GERMAN | ACRA | 02/02/2015 |
| 96C YUK TONG AVENUE<br>SINGAPORE (596444) | | Director | | |
| ALOYSIUS LENG SIEW WEI | S0081886J | SINGAPORE CITIZEN | ACRA | 28/01/2016 |
| 526 EAST COAST ROAD<br>#05-02<br>OCEAN PARK<br>SINGAPORE (458968) | | Secretary | | |

INFORMATION RESOURCES

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**Business Profile (Company) of BASF SOUTH EAST ASIA PTE. LTD. (197801536N)** **Date: 02/03/2016**

**Officers/Authorised Representative(s)**

| Name / Address | ID | Nationality / Position Held | Source of Address | Date of Appointment |
|---|---|---|---|---|
| TAN TER YEE | S1654262H | SINGAPORE CITIZEN | ACRA | 30/09/2001 |
| 17 HUME AVENUE<br>#04-01<br>HUME PARK I<br>SINGAPORE (598726) | | Secretary | | |

**Shareholder(s)**

| | Name / Address | ID | Nationality/Place of incorporation/Origin | Source of Address | Address Changed |
|---|---|---|---|---|---|
| 1 | BASF NEDERLAND B.V. | T08UF4122L | NETHERLANDS | ACRA | |
| | POSTBUS 1019 GREBOUW<br>RIJNPOORT GRONINGENSINGEL<br>NL-6835EA ARNHEM 1<br>NETHERLANDS | | | | |

| Ordinary(Number) | Currency |
|---|---|
| 520300 | SINGAPORE, DOLLARS |

**Abbreviation**

UL - Local Entity not registered with ACRA

UF - Foreign Entity not registered with ACRA

AR - Annual Return

AGM - Annual General Meeting

A/C - Accounts

OSCARS - One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

PLEASE NOTE THAT INFORMATION HEREIN CONTAINED IS EXTRACTED FROM FORMS/TRANSACTIONS FILED WITH THE AUTHORITY

**INFORMATION RESOURCES**



**Business Profile (Company) of BASF SOUTH EAST ASIA PTE. LTD. (197801536N)** **Date: 02/03/2016**

FOR REGISTRAR OF COMPANIES AND BUSINESS NAMES
SINGAPORE

RECEIPT NO. : ACRA160302102386

DATE : 02/03/2016

This is computer generated. Hence no signature required.

Serial No. SorJor.3 031407

Bangkok Partnerships and Companies Registration Office
Department of Business Development, Ministry of Commerce

# CERTIFICATION DOCUMENT

This is to certify that this Company has been registered under the Civil and Commercial Code as a juristic person, being classified as a limited company on the 13th day of December, B.E. 2509 (A.D. 1966), Registration No. 0105509004737 (Former Registration Number 587/2509), appearing below is the information recorded in the registration on the issuance date of this Certification Document.

1. Name of the Company "BASF (Thai) Limited"

2. The Company has 3 director(s) as follows :

   (1) Mr. Ng Moh Mang (2) Mrs. Naree Wongmanee
   (3) Mr. Johann Friedrich Ulrich Boettger/

3. Number or name of the directors, who are authorized to sign to bind the Company, being : One director signs with corporate seal/

4. Registered capital is fixed at Baht 700,000,000.00 / Seven Hundred Million Baht Only/

5. Address of the head office is at No. 622 Room 1-6 Emporium Tower, 23rd Floor, Sukhumvit 24 Road, Klongton Sub-District, Klongtoey District, Bangkok/

   Branch office is at (1) No. 307-308 Moo 4, Soi 5, Bangpoo Industrial Estate, Sukhumvit Road, Tumbon Praeksa, Amphur Muang Samutprakarn, Samutprakarn Province.

   Branch office is at (2) No. 111/3 Moo 4, Eastern Seaboard Industrial Estate, Tumbon Pluakdaeng, Amphur Plakdaeng, Rayong Province.

   Branch office is at (3) No. 700-348 Moo 6, Amatanakorn Industrial Estate, Bangna-Trad k.m. 57, Tumbon Nongmaidaeng, Amphur Muang Chonburi, Chonburi Province.

   Branch office is at (4) No. 111/5 Moo 4, Eastern Seaboard Industrial Estate, Tumbon Pluakdaeng, Amphur Plakdaeng, Rayong Province

   Branch office is at (5) No. 308/1 Moo 4, Soi 5, Bangpoo Industrial Estate, Sukhumvit Road, Tumbon Praeksa, Amphur Muang Samutprakarn, Samutprakarn Province.

Serial No. SorJor.3 031407

Bangkok Partnerships and Companies Registration Office
Department of Business Development, Ministry of Commerce

## CERTIFICATION DOCUMENT

6. The objectives of the Company contain in 20 clauses, as appeared in the attached 2 sheets, bearing signature of the Registrar and the seal of Partnerships and Companies Registration Office.

Given on March 14, B.E. 2560 (2017)

(Bangkok Partnerships and Companies Registration Office's Seal)

*-Signature-*

(Mr. Nathadech Nuikhong)
Registrar

Warning: User should verify the remarks of this Certification Document every time.

Remark for Certification Document No. SorJor.3 031407

1. This Company was initially registered under the name of "B.A.S.F. (Thai) Limited" and registered the corporate name amendment as "BASF (Thai) Limited" on the 4th day of September, B.E. 2538 (A.D. 1995).
2. This juristic person submitted 2015 audited financial statements.
3. This document certifies only the particulars of the Company registered for legal effect. Other factual evidences should be gathered in considering its status.
4. Registrar may revoke the registration, should materially registered contents are inaccurate or false.

No. SorJor.3 031407 Given on March 14th, B.E. 2560 (2017)

Bangkok Partnerships and Companies Registration Office's Seal

The objectives of this Company are contained in 20 clauses as follows:

(1) Manufacturing, sales and distribution of all kinds of chemical products, pharmaceuticals, medicinal chemistry for human and animal, animal feeds, vitamins, including fertilizers, insecticides, industrial chemicals, plastic materials, coloring substances, related products and recording tape;

(2) To import into the Kingdom equipment, essential materials, component parts of engines, accessories tools and related engines for production according to the objectives of the company;

(3) To act as broker or agent for trading or procuring goods or services necessary for production or rendering services of amongst the related enterprises;

(4) To act as broker or agent to procure or distribute products produced domestically or import from overseas for sales of the products in manner of international trade;

(5) To engage in retail trade domestically, except local agricultural products and in retail trade machine, mechanical tools and equipment;

(6) To operate transportation business domestically of all kinds of goods, except local agricultural products;

(7) To import into the Kingdom for local sale and export to foreign country the products specified in these objectives;

(8) To purchase, procure, accept, rent, lease, own, adjust, improve, use or manage in any manner of any assets (movable or immovable properties) and any fruits of the said assets (movable or immovable properties);

(9) To sell, transfer, mortgage, pledge, exchange, and dispose the property of the company in any manner (however, in no manner of routine commercial engagement of the company);

(10) To borrow, overdraw money from banks, juristic persons or other financial institutions and to lend money or extend commercial credits by other means with or without security, including to accept, issue, transfer, and endorse bills or negotiable instruments, except in manner of banking business, capital business and credit fancier business (however, in no manner of routine commercial engagement of the company);

(11) To establish branches or appoint agents both domestically and overseas;

No. SorJor.3 031407 Given on March 14th, B.E. 2560 (2017)

Bangkok Partnerships and Companies Registration Office's Seal

The objectives of this Company are contained in 20 clauses as follows:

(12) To become a partner with limited liability in a limited partnership or shareholder in any limited and public companies;

(13) To submit a tender for sales of goods under these objectives with persons, group of persons, juristic persons, government agencies and both domestically and overseas;

(14) To issue shares at premium;

(15) To contact government agencies, departments and officials for registration of or sales in relation to franchise, contracts, rights, ownership, permits rights in trademarks, industrial marks, copyright, patents, concession and exclusive rights necessary for the business of the company;

(16) To apply and hold licenses and registrations necessary or benefits to the business of the company;

(17) To guarantee a person or juristic person, including guarantee persons having relationship with the business of the company or act in the business of company under the laws the governing laws of immigration, tax, customs, labour and any other laws;

(18) To operate the business of corporate governance and services necessary as well as related enterprises;

(19) To operate the business of advising and introducing products of the company or of the affiliated companies, except services in the purchase or sales of securities or foreign currency exchange, accounting, law, advertising, architect or civil engineer;

(20) To operate business of manufacturing, import, export and sales of catalyst (stimulus substance) and principle parts of Catalytic Converters and spare parts of vehicle exhaust system motorcycle, including any transporting motor vehicle and any operations related to the aforesaid business.

3

AA4552073

Passport No.

AA4552073

หนังสือเดินทางฉบับนี้ มี ๖๖ หน้า
This passport contains 66 pages

รายการบันทึก
ENDORSEMENTS

**Thailand**

PASSPORT
หนังสือเดินทาง



Type / รหัส
P

Country Code / ประเทศ
THA

Passport No. / หนังสือเดินทางเลขที่
AA4552073

Surname / นามสกุล
WONGMANEE

Title / Name / คำนำหน้าชื่อ / ชื่อ
MRS. NAREE

Name in Thai / ชื่อภาษาไทย
นาง นารี วงษ์มณี

Nationality / สัญชาติ
THAI

Date of birth / วันเกิด
19 SEP 1961

Identification No. / เลขประจำตัวประชาชน
3209600250670

Sex / เพศ
F

Height / ส่วนสูง
1.60

Place of birth / สถานที่เกิด
CHON BURI

Date of issue / วันที่ออก
27 FEB 2015

Issuing Authority / ออกให้โดย
MINISTRY OF FOREIGN AFFAIRS

Date of expiry / วันที่หมดอายุ
26 FEB 2020

Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง

2

P<THAWONGMANEE<<NAREE<<<<<<<<<<<<<<<<<<<<<<<<<
AA45520730THA6109190F2002260320960025067O<44

Pemerhatian/Observation

3

39582042

Tandatangan Pembawa/Signature of Bearer

**MALAYSIA**

| Pasport / Passport | Jenis / *Type* | Kod Negara / *Country Code* | No. Pasport / *Passport No.* |
|---|---|---|---|
| | P | MYS | A39582042 |



Nama / *Name*
**NG MOH MANG**

Warganegara / *Nationality*
**MALAYSIA**

Tarikh Lahir / *Date of Birth*
**17 MAR 1965**

Jantina / *Sex*
**L-M**

Tarikh Dikeluarkan / *Date of Issue*
**29 DEC 2016**

Pejabat Pengeluar / *Issuing Office*
**UTC MELAKA**

No. Pengenalan / *Identity No.*
**650317045405**

Tempat Lahir / *Place of Birth*
**MELAKA**

Tinggi / *Height*
**176 cm**

Tarikh Tamat / *Date of Expiry*
**29 JUN 2022**

MYS

P<MYSNG<MOH<MANG<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

A395820423MYS6503178M2206297650317045405<<86

THIS PASSPORT IS VALID FOR ALL COUNTRIES
EXCEPT THE FOLLOWING:

**PASSPORT** REPUBLIC OF SINGAPORE



Type: PA
Country Code: SGP
Passport No: E6246455L
Name: DE SILVA ARNOLD FRANCIS
Sex: M
Nationality: SINGAPORE CITIZEN
Date of birth: 18 MAR 1971
Place of birth: SINGAPORE
Date of issue: 06 SEP 2016
Date of expiry: 06 JUN 2022
Modifications: SEE PAGE 2
Authority: MINISTRY OF HOME AFFAIRS
National ID No: S7109386G

```
PASGPDE<SILVA<ARNOLD<FRANCIS<<<<<<<<<<<<<<<<<<
E6246455L9SGP7103184M2206068S7109386G<<<<<86
```

Deutsche Bank

Deutsche Bank AG
Singapore Branch
One Raffles Quay
#17-00 South Tower
Singapore 048583

Tel +65 6423 8001
Fax +65 6225 9442

15 December 2016

**BASF South East Asia Pte Ltd**
7 Temasek Boulevard
#35-01 Suntec Tower One
Singapore 038987

Attn: Ms Lee Yen Ling, Finance Manager
Attn: Ms Wong Min Yi, Finance Manager

Dear Sir / Madam,

**Request for bank details**

We refer to your letter dated 8 December 2016 and confirm that BASF South East Asia Pte Ltd maintains the following current accounts with Deutsche Bank AG, Singapore Branch:

SGD current a/c No. 2508588-00-0
USD current a/c No. 2508588-05-5
EUR current a/c No. 2508588-01-8

Swift code of Deutsche Bank AG, Singapore Branch: DEUTSGSG

Yours faithfully
**DEUTSCHE BANK AG**
Singapore Branch

*This letter requires no signature.*

Deutsche Bank

23 March 2017

Deutsche Bank AG Singapore
Global Transaction Banking
One Raffles Quay L16 South Tower
Singapore 048583

**Myanmar Investment Commission**

c/o **BASF South East Asia Pte Ltd**
7 Temasek Boulevard
#35-01 Suntec Tower One
Singapore 038987
Attn: Ms Wong Min Yi / Ms Marie Png

Dear Sir/ Madam,

**Re: Bank Reference Letter**

At the request of our client, **BASF South East Asia Pte Ltd**, we would like to provide you with the following information:

1. Client is a longstanding customer of ours and has been maintaining satisfactorily conducted current accounts with us since 1998.

2. We are extending banking facilities to our client.

3. We are pleased to continue the support for our client in the conduct of its business.

**Yours faithfully,**
**Deutsche Bank AG,**
**Singapore Branch**

Tan Seng Chye
Head
Global Network Banking

Belicia Loh
Relationship Manager
Global Network Banking

Our letter is given in strict confidence and without any responsibility on the part of our bank or any of its staff, employees or officers, including for any reliance that may be placed thereon or on any of the contents. Any statement on the part of our bank or any of its staff, employees or officers as to the reputation, conduct or standing of any person, firm or corporation is given as a mere matter of opinion for which no responsibility in any way is to be attached to our bank or any of its officers, staff or employees. We wish expressly to point out that changes which occur shortly before an opinion is given may not be considered therein and the contents of this letter (including any extension or availability of facilities) are subject to change at any time without reference to you.
Any change in the contents herein or in the standing of the firm(s) or person(s) named herein which may come to our knowledge after this opinion has been given may be reported (at our discretion) only after our receipt of a new written inquiry, even if we may in the past, by way of exception, have given additional information without express inquiry. If the information passed on to you has been obtained from third parties, we would ask you to kindly consider that these third parties have given their approval to divulge this opinion to you only on condition that it will not imply any obligation whatsoever on their part. Should you not agree to these reservations, we ask you not to make use of the information given above. In this event kindly return it to us without taking any further notice of it.
We wish to emphasize that the information received is in reply to your enquiry only and may not be passed on to third parties except for any bank to which this letter is issued in the customer's interest provided such bank may not pass the information to any other parties.

Confidential

Citibank

March 17, 2017

**THE DIRECTOR GENERAL**
**DIRECTORATE OF INVESTMENT AND COMPANIES ADMINISTRATION**
**MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT**
**OFFICE 32, NAY PYI TAW**
**REPUBLIC OF THE UNION OF MYANMAR**

Dear Sirs,

We, Citibank, N.A. Bangkok Branch are pleased to advise that BASF (Thai) Limited of which legal address is 23rd Fl., Emporium Tower, 622 Sukhumvit 24 Rd., Klongton, Klongtoey, Bangkok 10110 has been our customer since July 4, 2013. The credit facilities aggregating up to eight figures in USD currency are being extended to accommodate the Customer's business requirements.

There has been no default in respect of the credit facilities enjoyed by the Company. The Company has opened and maintained USD bank account number 5/127414/108 with us since July 4, 2013 and the balance of such account as of March 16, 2017 is USD 2,507,914.77

It's clarified that this letter has been issued at the specific request of the Company without any risk and responsibility on our part in any respect whatsoever, more particularly, either as guarantor or otherwise. This letter is for your confidential use and shall not be disclosed to any third party without our prior written consent.

Yours faithfully,
Citibank, N.A. Bangkok Branch

Waraluck Mayuraleela
Assistant Vice President
CitiService, Thailand
***For and on behalf of Citibank N.A. Bangkok Branch***

**THE MYANMAR COMPANIES ACT**

**PRIVATE COMPANY LIMITED BY SHARES**

# *Memorandum Of Association*

**OF**

**BASF Myanmar Manufacturing Company Ltd.**

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is BASF Myanmar Manufacturing Company Ltd.

II. The registered office of the Company will be situated in the Republic of the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorized capital of the Company is USD 2,100,000/- divided into 2,100,000 ordinary shares of USD 1/- each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force.

(2)

Objectives of the Company

1. To undertake manufacture and sale of concrete admixtures and other construction chemicals.

2. To provide related technical support and consultancy services to distributors and business partners in Myanmar.

3. To do all such other lawful things as in the opinion of the Company or its directors are incidental or conducive to the attainment of any of the above objects or of a like or similar nature.

4. To borrow money for the benefit of the Company's business from any person, firm, company, bank, or financial organization in any manner that the Company shall think fit.

***PROVISO:-*** *Provided that the Company shall not exercise any of the above objects whether in the Republic of the Union of Myanmar or elsewhere, save in so far as it may be entitled to do so in accordance with the Laws, Orders and Notifications in force from time to time and then only subject to such permission and/or approval as may be prescribed by the Laws, Orders and Notifications of the Republic of the Union of Myanmar for the time being in force.*

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| Sr. No | Name, Address and Occupation of Subscribes | Nationality & N.R.C No. | Number of shares taken | Signatures |
|---|---|---|---|---|
| 1. | BASF South East Asia Pte. Ltd.<br><br>7 Temasek Boulevard #35-01<br>Suntec Tower One Singapore<br>038987<br><br>Represented by:<br>De Silva Arnold Francis<br>(Singaporean Passport No.<br>E6246455L) | Unique Entity No.<br>197801536N<br>(Singapore) | 1,154,999<br>(99.9999%) | |
| 2. | BASF (Thai) Ltd.<br><br>Emporium Tower, 622, 23rd Floor,<br>Sukhumvit 24 Road, Klongton<br>Klongtoey, Bangkok 10110<br><br>Represented by:<br>Ng Moh Mang<br>(Malaysian Passport No.<br>A39582042) | Company<br>Registration No.<br>0105509004737<br>(Thailand) | 1<br>(0.00008%) | |

Yangon. Dated the day of 201

*It is hereby certified that the persons mentioned above*
*Put their signatures in my presence.*

**THE MYANMAR COMPANIES ACT**

**PRIVATE COMPANY LIMITED BY SHARES**

# *Articles Of Association*

**OF**

## BASF Myanmar Manufacturing Company Ltd.

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table “A” in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

**PRIVATE COMPANY**

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -

   *(a) The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.*

   *(b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.*

**CAPITAL AND SHARES**

3. The authorized capital of the Company is USD 2,100,000/- divided into 2,100,000 ordinary shares of USD 1/- each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognized by the Directors.

6. The Directors may from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by installments or may be revoked or postponed as the Directors may determine.

## DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than two.

   The First Directors shall be: -
   (1) De Silva Arnold Francis
   (2) Ng Moh Mang
   (3) Naree Wongmanee.

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director in the Company shall not be subject to any shareholding requirements in the Company. Further, it shall be the Director's duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

## PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the dispatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

## POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power: -

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfillment of any contract or engagement entered into by the Company be mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fir.

(5) To, at their discretion, appoint, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as the Directors may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, release and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit and from time to time very or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

## GENERAL MEETINGS

15.1 A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and at place as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of Members is present when the Meeting proceeds to business. Save as herein otherwise provided, a Member holding not less than 50 percent of the issued shares capital (there being not less than two members) present, shall form a quorum for all purposes. In the case where there are only two members in the Company, those two Members shall form a quorum. For the purpose of this Article, a "Member" present includes a person attending by proxy or by attorney or as representative of a corporation which is a Member.

15.2 The Members may participate in a general meeting by means of a conference telephone or a video conference telephone or similar communications equipment by which all persons participating in the general meeting are able to hear and be

heard by all other Members without the need for a Member to be in the physical presence of another Member(s) and participation in the general meeting in this manner shall be deemed to constitute presence in person at such meeting. The Members participating in any such general meeting shall be counted in the quorum for such general meeting and subject to there being a requisite quorum under these Articles, all resolutions agreed by the Members in such general meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Members duly convened and held. A general meeting conducted by means of a conference telephone or a video conference telephone or similar communications equipment as aforesaid is deemed to be held at the place agreed upon by the Members attending the general meeting, provided that at least one of the Members present at the general meeting was at that place for the duration of the general meeting.

15.3 Subject to any additional requirements as may be imposed by the Myanmar Companies Act, all resolutions of the Members shall be adopted by a simple majority vote of the Members present and voting.

15.4 Subject to the provisions of the Myanmar Companies Act:

(a) a special resolution may be passed by written means if the resolution indicates that it is a special resolution and if it has been formally agreed on any date by one or more Members who on that date represent at least 75 per cent of the total voting rights of all Members who on that date would have the right to vote on that resolution at a general meeting of the Company; and

(b) an ordinary resolution is passed by written means if the resolution does not indicate that it is a special resolution and if it has been formally agreed on any date by one or more Members who on that date represent a majority of the total voting rights of all Members who on that date would have the right to vote on that resolution at a General Meeting of the Company.

A resolution in writing signed by all the Members who have the right to vote on that resolution at a general meeting of the Company shall be as effective for all purposes as a resolution passed at a general meeting duly called, held and constituted.

## DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to its members, but no dividend shall exceed the amount recommended by the Directors No dividends shall be paid otherwise than out of profits of the year or any other undistributed profits.

## OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, traveling allowance and other expenditures incidental to the business shall be determined by the Board of Directors and approved by the Company’s members in a general meeting. The General Manager of the Company may be a Director of the Company.

## ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to: -
    *(1)* *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;*
    *(2)* *all sales and purchases of goods by the Company;*
    *(3)* *all assets and liabilities of the Company.*

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

## AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

## NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

## THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

## INDEMNITY

23. Subject to the provisions of Section 86(C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

## WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification, thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| Sr. No | Name, Address and Occupation of Subscribes | Nationality & N.R.C No. | Number of shares taken | Signatures |
|---|---|---|---|---|
| 1. | BASF South East Asia Pte. Ltd.<br><br>7 Temasek Boulevard #35-01 Suntec Tower One Singapore 038987<br><br>Represented by:<br>De Silva Arnold Francis<br>(Singaporean Passport No. E6246455L) | Unique Entity No. 197801536N (Singapore) | 1,154,999 (99.9999%) | |
| 2. | BASF (Thai) Ltd.<br><br>Emporium Tower, 622, 23rd Floor, Sukhumvit 24 Road, Klongton Klongtoey, Bangkok 10110<br><br>Represented by:<br>Ng Moh Mang<br>(Malaysian Passport No. A39582042) | Company Registration No. 0105509004737 (Thailand) | 1 (0.00008%) | |

Yangon. Dated the day of 201

*It is hereby certified that the persons mentioned above*
*Put their signatures in my presence.*

Question 7 – List of Directors

Annex 5(b)

**Particulars of Directors, Managers and Managing Agents and of any changes therein**

| Sr. No. | The Present Christian Name or names of surnames | Nationality, National Registration Card No./Passport No. | Usual Residential Address | Other Business Occupation | Number of Shares in JV Co | Designation |
|---|---|---|---|---|---|---|
| 1) | De Silva Arnold Francis | Nationality: Singaporean<br><br>Passport: E6246455L | 51 Simei Rise, Savannah CondoPark, #09-41, Singapore 528789 | Businessman | Nil | Managing Director |
| 2) | Ng Moh Mang | Nationality: Malaysian<br><br>Passport: A39582042 | 12, Lorong Mahkota 2D, Bandar Baru Klang, 41150 Klang, Selangor, Malaysia | Businessman | Nil | Director |
| 3) | Naree Wongmanee | Nationality: Thai<br><br>Passport: AA4552073 | 1/3 Moo 10, Lam Luk Ka Sub-district, Lam Luk Ka District, Pathum Thani 12150, Thailand | Businesswoman | Nil | Director |

Dated this....

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ဆောက်လုပ်ရေးဝန်ကြီးဌာန

မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

# မြေငှားစာချုပ်

ဆောက်လုပ်ရေးဝန်ကြီးဌာန

မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

| | | | |
|---|---|---|---|
| အမည် | ဦးဟုန်းကြွယ်အိုး | တိုင်းဒေသကြီး/ပြည်နယ် | ရန်ကုန် |
| | | မြို့နယ် | ဗရ (ဆရှေ) |
| | | မြေတိုင်းရပ်ကွက်အမှတ် | ၁၁၃ |
| | | လူနေရပ်ကွက်အမှတ် | စက်မှုဇုန် |
| နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ်/ အမျိုးသားမှတ်ပုံတင်အမှတ် | ၁၂/ မရက (နိုင်) ၀၀၁၀၈၂ | မြေကွက်အမှတ် | ၁၅၉ |
| | | မြေကွက်တည်နေရာ | |
| မြေငှားစာချုပ်အမှတ် | | | |
| အမှုတွဲအမှတ်/နေ့စွဲ | ဗရ/ဗရှေ/၁၁၃.စက်မှု ကန့်.၁၂/၂၀၁၃ | | |

# မြေငှားစာချုပ်

HA

## မူရင်း

နေ့စွဲ၊ ၂၀၁၃ ခုနှစ်၊ ဇူလိုင် လ ၂ ရက်

မြေငှားစာချုပ်အမှတ် .............................. အမှုတွဲအမှတ် [illegible] / ၅၂ / ၂၀၁၃

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် **"အငှားချထားသူ"** ဟုရည်ညွှန်းသည်။ **"အငှားချထားသူ"** ဆိုသည့် စကားရပ်တွင် ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်းပါဝင်သည်။)

**နှင့်**

စက်မှုလက်မှုလုပ်ငန်း

......ရန်ကုန်...... တိုင်းဒေသကြီး/ပြည်နယ် .............. မြို့နေ၊ ဦး ......ကျော်ကိုး...... ၏ သား/သမီးဖြစ်သော ဦး/ဒေါ် ...[illegible]...... နိုင်ငံသား/အမျိုးသားမှတ်ပုံတင်အမှတ် ...၁၂/မရက(နိုင်) ၀၀၁၀၁၂၅... (နောင်တွင် "အငှားစာချုပ်ရသူ" ဟုရည်ညွှန်းသည်။) တို့ ၁၃၇၅ ခုနှစ်၊ ......ဝါဆို...... လဆန်း/လပြည့်ကျော် ...၅... ရက်နေ့၊ ၂၀၁၃ ... ခုနှစ်၊ ....ဇူလိုင်..... လ ...၂... ရက်နေ့တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်ချုပ်ဆိုကြသည်။

အငှားစာချုပ်ရသူက နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့်လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့်လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကို ထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက်သွားလာနိုင်ခွင့်စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွ အငှားချထားသူက အငှားစာချုပ်ရသူအား ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ် မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓါတ်သတ္တုပစ္စည်းများ၊ ကျောက်မျက်ရတနာများ ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကျောက်မိုင်းစသည်တို့သည် ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌မပါဝင်ချေ။ ထိုသို့ရှာဖွေတူးဖော် ရယူသယ်ဆောင်ရာ၌အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကို နှောင့်ယှက်ပျက်စီးစေခဲ့လျှင် အငှားစာချုပ်ရသူအား သင့်လျော်သောလျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့်စပ်လျဉ်း၍ အငြင်းဖြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်းအက်ဥပဒေ၏သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့်အညီ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ထို့ကြောင့် ဤစာချုပ် ချုပ်ဆိုသည့် ...၂.၇.၁၃... နေ့မှစ၍နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ်ကာလအပိုင်းအခြားတွင်၊ ၂၀၇၃ ... ခုနှစ်၊ .....၇.....လ၊ ...၁၁... ရက် နေ့၌ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါး နှစ်အတွင်းတွင် သုံးလပတ်အတွက် မြေငှားရမ်းခငွေ ကျပ် .....၁၆၄,၁၈၈......... .................................................. (ကျပ် တစ်သိန်းခြောက်သောင်းလေးထောင် တစ်ရာရှစ်ဆယ့်ရှစ် ...တိတိ) ကို ဇန်နဝါရီလ၊ ဧပြီလ၊ ဇူလိုင်လနှင့် အောက်တိုဘာလများ၏ လဆန်း ( ၁ ) ရက်နေ့များတွင် ကြိုတင်ပေးဆောင်ရမည်။ အဆိုပါ နှစ် ခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ဒုတိယ၊ တတိယ နှင့် စတုတ္ထ တစ်ဆယ့်ငါး နှစ်စီအတွက် အပိုဒ်(၃)တွင် ပြဋ္ဌာန်းထားသည့် နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင်ရမည်။

[illegible] စီမံခန့်ခွဲရေး
ညွှန်ကြားချက်အမှတ် ၁/၉၇ ကို
လိုက်နာရမည်။

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည် -

(က) အထက်၌ မြေငှားခကို ပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်းအဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌ သော်လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင်ဆောက်လုပ်ထားသော အဆောက်အအုံပေါ်၌ သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌ သော်လည်းကောင်း၊ အဆိုပါ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ၊ စည်းကြပ်လတ္တံ့ဖြစ်သော အခွန်အတုပ်အားလုံးကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှ (၆) လအတွင်းစတင်ဆောက်လုပ်၍ နှစ် နှစ်အတွင်းတွင် အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော လူနေအိမ်ကို သက်ဆိုင်ရာဥပဒေ ၊ နည်းဥပဒေ ၊ စည်းမျဉ်း စည်းကမ်းချက်များ နှင့် အညီ ပြီးစီးအောင် ဆောက်လုပ်ရန်နှင့်ထိုလူနေအိမ် စသည်တို့ကို အဆိုပါ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက် တည်ရှိသောရပ်ကွက်၌ သက်ဆိုင်ရာ ဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်များနှင့် ရေပိုက်များချထားလျှင် ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့် တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်ကခွင့်ပြုသော အဆောင်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါမြေကွက်ပေါ်၌ အဆောက်အအုံတစ်ခုထက်ပို၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ စာဖြင့်သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း အဆိုပါမြေကွက်ကို လူနေအိမ်ဆောက်လုပ်ရန်အတွက်မှတပါး အခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့်လူနေအိမ်ကို လူနေအိမ်အဖြစ်မှတပါး အခြားနည်းအသုံးမပြုရန်။

(စ) အငှားချထားသူ၏စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်အပြင် ၎င်းမြေ၏ တစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများ မပြုလုပ်ရ။

(ဆ) ဤ စာချုပ်နှင့် စပ်လျဉ်း၍ မည်သည့် ကိစ္စအတွက်မဆို အဆိုပါ မြေကွက် သို့ဖြစ်စေ၊ အဆိုပါ မြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံသို့ဖြစ်စေ၊ နှစ်ပေါင်း ခြောက်ဆယ် ကာလ အပိုင်းအခြားတွင် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရဆောင်ရွက်သူများအား နေ့ခင်းသင့်လျော်သည့်အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်း ခြောက်ဆယ် ကာလ အပိုင်းအခြားကုန်ဆုံးသောအခါ အဆိုပါမြေကွက် တည်ရှိသည့်အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများ မပါဝင်စေဘဲ အဆိုပါမြေကွက်ကို အငှားချထားသူအား အေးဆေးစွာပြန်လည်ပေးအပ်ရန်၊ သို့ရာတွင် အငှားချထားသူက အပိုဒ် ( ၂ ) အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်။

မူရင်း

## အခြားစည်းကမ်းချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၂၀ ....... ခုနှစ် အတွင်းတွင်ဖြစ်စေ ထို့နောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါမြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ မတောင်းဆိုသည်ဖြစ်စေ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက်မြေငှားခကို (သို့တည်းမဟုတ်) ၎င်းအစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယ လဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခမပြေကျန်ရှိနေလျှင် သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင်ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်ရန် ပျက်ကွက်လျှင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါမြေငှားခကိုရယူရန် ချက်ချင်းအမှုဖွင့်နိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံချက်ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊ အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ၊ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာချုပ်ကိုပယ်ဖျက်၍ အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် ကည်ရှိသော အဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက်ပြုလုပ်သည် ~

(က) အပိုဒ် ( ၂ ) အရ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိသင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားစာချုပ်ရသူ၏ နောက်ဆုံးသိရှိရသော လိပ်စာတပ်ပြီး မှတ်ပုံတင်ပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည်။ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသော နေရာတွင်ကပ်ထားနိုင်သည်။ အဆိုပါနို့တစ်စာကို ပြဆိုသည့် နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း၊ ပြုလုပ်ပြီးနောက် ရက်ပေါင်း (၆၀) အတွင်း အငှားစာချုပ်ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း၊ သို့တည်းမဟုတ် အဆိုပါ မြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည်အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ်အားလုံးနှင့်တကွ အဆိုပါညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြား ပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ ပျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက်စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင်သော်လည်းကောင်း၊ အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ် ခံချက်များအတိုင်း နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါ မြေကွက်နှင့်ပြန်လည်သိမ်းယူသည့် အချိန်တွင်ထိုမြေကွက်ပေါ်၌ တည်ရှိနေသော အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်၊ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြားအကြောင်း တစ်ခုခုကြောင့်သော်လည်းကောင်း၊ ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ပြန်လည်သိမ်းယူသည့်အခါ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများ သို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်စီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတပါး အဆိုပါမြေကွက်ပေါ်တွင်ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ၊ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏တန်ဖိုး ယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ်ပျက်စီးယိုယွင်းခြင်းအတွက် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရ။



(ခ) အပိုဒ် (၂) အရ ဤစာချုပ်ကို ပယ်ဖျက်ပြီး မဟုတ်လျှင်သော်လည်းကောင်း အငှားစာချုပ်ရသူက နှစ်ပေါင်း ခြောက်ဆယ် ဟာသယအပိုင်းအခြား ကုန်ဆုံးသည်အထိ အဆိုပါမြေငှားခကို ပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါ မိမိပြုလုပ်သည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ်ထားသော အဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲ တွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြား မကုန်မီ (၆) လအတွင်း ဖျက်သိမ်း သယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက် ပျက်စီးယိုယွင်းခဲ့လျှင် ထိုမြေကွက်ကို မူလ အခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

........၂၀၂၀........ခုနှစ်၊ ........ဇူလိုင်........လ၊ ....၁၁.... ရက်နေ့မှစ၍ ပထမ တစ်ဆယ့်ငါး နှစ် ကုန်ဆုံး သောအခါ ဒုတိယ တစ်ဆယ့်ငါး နှစ်အပတ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄ အရ စည်းကြပ်သော သုံးလပါတ် မြေငှားခကိုလည်းကောင်း၊ ဒုတိယ တစ်ဆယ့်ငါး နှစ်ကုန်ဆုံးသောအခါတတိယ တစ်ဆယ့်ငါး နှစ်အတွက် အဆိုပါ မြေနည်းဥပဒေ ၂၄ အရစည်းကြပ်သော သုံးလပါတ်မြေငှားခကိုလည်းကောင်း၊ တတိယ တစ်ဆယ့်ငါး နှစ် ကုန်ဆုံးသောအခါ စတုတ္ထ တစ်ဆယ့်ငါး နှစ်အတွက် အဆိုပါ မြေနည်းဥပဒေ ၂၄ အရစည်းကြပ်သော သုံးလပါတ် မြေငှားခကိုလည်းကောင်း၊ အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်။ အကယ်၍ အထက်ပါ နည်းလမ်းအတိုင်း မြေငှားခကို ပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင် ပြဋ္ဌာန်း ထားသည့် နည်းလမ်းအတိုင်း မြေငှားခကို ပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲ သုံးလပါတ် မြေငှားခကို ဆက်လက်ပေးဆောင်ရန်။

) ဤစာချုပ်ပါ အခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင် ပါရှိစေကာမူ ဤစာချုပ်ချုပ်ဆိုသည့် နေ့မှစ၍ ပထမ နှစ်ပေါင်း သုံးဆယ် အတွင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သော မြေငှားခကို ပြေလည်အောင် ပေးဆောင်ခဲ့သောကြောင့်လည်းကောင်း၊ ပြုလုပ်ထားသည့် ပဋိညာဉ်ခံချက်များကို မပျက်မကွက် လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့်လည်းကောင်း၊ သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သော သုံးလပါတ် မြေငှားခဖြင့် နောက်ထပ်နှစ်ပေါင်း သုံးဆယ် အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်းမြေငှား စာချုပ်အသစ် ချုပ်ဆိုရန်သဘောတူကြောင်း အဆိုပါ ပထမနှစ်ပေါင်း သုံးဆယ် မပြည့်မီ အနည်းဆုံး (၆) လ ကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့်အကြောင်းကြားရမည်။ အကြောင်းကြားစာနှင့်အတူ ပထမ မြေငှားစာချုပ်ကို ပေးအပ်လျှင် ထိုအကြောင်းကြားစာ ရရှိသည့်နေ့မှ (၆) လအတွင်း နောက်နှစ်ပေါင်း သုံးဆယ် အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့် ဖြစ်နိုင်သမျှတူညီသည့် ပဋိညာဉ်ခံချက်များပါရှိသည့် မြေငှားစာချုပ်အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူက ထုတ်ပေးရန်၊ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပါတ်မြေငှားခကို အငှားစာချုပ်ရသူက ပေးဆောင်ရန်။

ဤစာချုပ်ပါ စကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ် နှင့် ညွှန်ကြားရေးမှူး တို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်ကို ခပ်နှိပ်၍ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်နှင့် အဆိုပါ.................... ..........................................................ဦးဇော်မိုးကြွယ်ဦး........သည် ဤစာချုပ်ကိုအထက်၌ဖော်ပြခဲ့သည့် နေ့ရက်တွင် လက်မှတ်ရေးထိုးကြကြောင်း။

# ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
## ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန

မြို့ ..................

တံဆိပ်

ညွှန်ကြားရေးမှူးချုပ် .................... ....................

ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယ ညွှန်ကြားရေးမှူးချုပ် .................... ....................

ဒုတိယညွှန်ကြားရေးမှူးချုပ်

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ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ လက်မှတ်ရေးထိုးသည်။

**အသိသက်သေ**

ဒုတိယညွှန်ကြားရေးမှူး(မြေနှင့်အခွန်) ....................

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အငှားစာချုပ်ရသူ

**အသိသက်သေ**

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၂။ ....................

### အထက်တွင် ရည်ညွှန်းထားသည့်ဇယား

ခွင့်ပြုပြီး မြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် ....................

မြေတိုင်းရပ်ကွက်အမှတ် ....................

မြေနှင့်အဆောက်အဦ (ရုံးချုပ်တိုင်းဒေသကြီး/ပြည်နယ်၊ .................... ခရိုင်/မြို့နယ် အတွင်းရှိ .................... တန်းစား၊

မြေကွက်အမှတ် .................... ဖြစ်သည့် ပူးတွဲပါမြေပုံ၌ မှင်နီဖြင့် ပြထားသော အလျား .................... ပေ၊

အနံ .................... ပေ၊ ခန့်ရှိသော အလားအလာ ~

အရှေ့လားသော် ....................

အနောက်လားသော် ....................

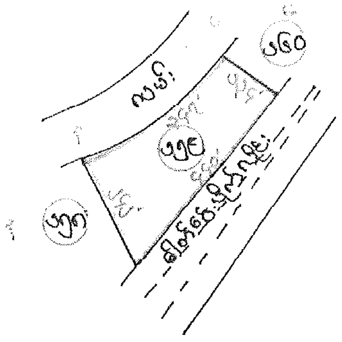
တောင်လားသော် ....................

မြောက်လားသော် ....................

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မူရင်း



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| အမည်ပေါက် |
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| လူနေရပ်ကွက်အမှတ် |
| မြေကွက်အမှတ် |
| မြေအမျိုးအစား —— |
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| မြို့နယ် |
| စကေး |
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# Location Option – Ohn Kywe Co., Ltd. East Dagon - Approx. 20 km from Yangon

BASF We create chemistry

- Gated, fenced up facility with security office. Wide access main roads. Owned and operated by local Myanmar owner, Currently a few small offices are built on the right hand side of the plant which we can use as QC laboratory, etc.





Fully built up structures with ready infrastructure, ie water, power: 240kVA, 380V Transformer, with back up 120kVA + 60 kVA Generator Set. **Length 200 ft, Width 100 ft**

Existing Industrial zone with full infrastructure being built

# Location Option – Ohn Kywe Co., Ltd. East Dagon - Approx. 20 km from Yangon

» Was formerly used as a light weight brick manufacturer, the equipment and other facilities will be removed from the premises by end August 2015. The owner is willing to make some improvement in the plant to meet BASF EHS standard.



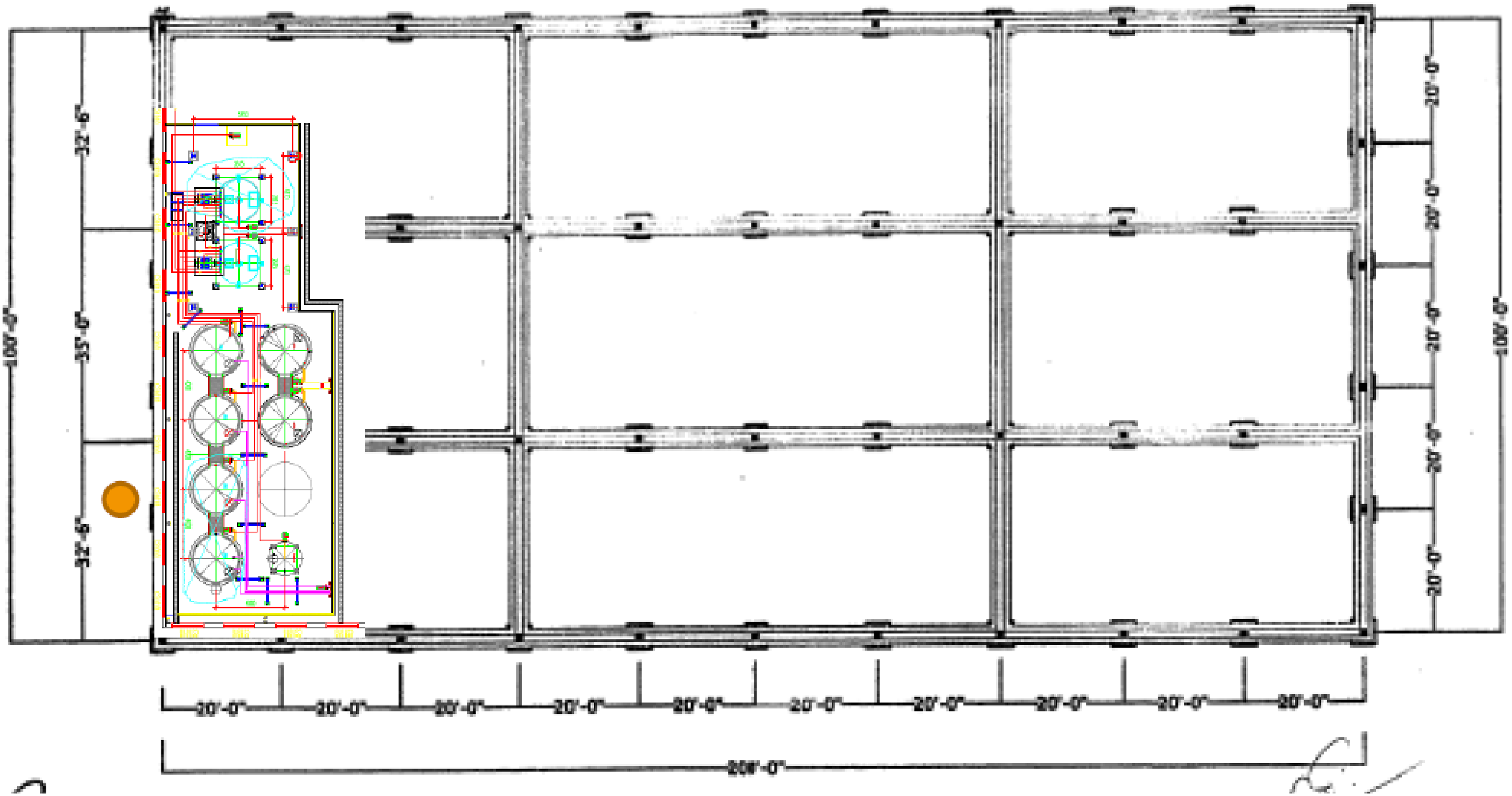
There is enough transparent windows to light the inside plant during day time



We can placed the Modular Small Admixture Plant in the middle of this corner with the water supply come from water storage tank behind the wall outside the building

# Location Option – Ohn Kywe Co., Ltd.
# East Dagon - Approx. 20 km from Yangon

BASF
We create chemistry



Form (7- A)

**Application form for Land Rights Authorization**

To,

Chairman
Myanmar Investment Commission

------------------------

Reference No.
Date. 8 August 2017

Subject: **Application for Land Lease or land Rights Authorization to be invested**

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116: -

1. Particulars relating to Owner of land / building
   - (a) Name of owner/organization U Ohn Kywe Soe
   - (b) Area 1.505 Acre, with land at approximately 1.005 acres, and buildings at approximately 0.5 acres.
   - (c) Location Plot No.159
     Survey Block No. 113
     Industrial Zone Ward
     East Dagon Township
     Yangon, Myanmar
   - (d) Initial period permitted to use the land (Validity of land grant) From 12 July 2013 to 11 July 2073
   - (e) Payment of long term lease as equity Yes ( ) No ( X )
   - (f) Agreed by Original Lessor Yes ( X ) No ( )
   - (g) Type of Land 60-year lease from the Department of Urban and Housing Development, Ministry of Construction, Myanmar
2. Lessor
   - (a) Name / Company's name/Department/organization U Ohn Kywe Soe
   - (b) National Registration Card No 12/Ma Ya Ka (N) 001032
   - (c) Address No. 615-C-1, Pyay Road, Kamayut Township, Yangon, Myanmar
3. Lessee
   - (a) Name / Company's name/Department/organization BASF Myanmar Manufacturing Company Limited
   - (b) National Registration Card No/Passport No. N.A.
   - (c) Citizenship To be incorporated in the Republic of the Union of Myanmar
   - (d) Address Level 07, Unit 08, Myanmar Centre Tower 1, 192 Kaba Aye Pagoda Road, Bahan Township, Yangon, Myanmar
4. Proposed of the proposed Land Lease
   - (a) Type of Investment Production, supply and sale of construction chemicals and chemical products, used in amongst others the construction sector
   - (b) Investment Location(s) Plot No.159
     Survey Block No. 113
     Industrial Zone Ward,
     East Dagon Township,
     Yangon, Myanmar
   - (c) Location (Ward, Township, State/Region) See above.

(d) Area of Land: 1.505 Acre, with land at approximately 1.005 acres, and buildings at approximately 0.5 acres.

(e) Size and Number of Building(s): 1 one-storey concrete warehouse at approximately 1800 sqm, and
5 separate one-storey building for office at approximately 225 sqm in total.

(f) Value of Building: MMK358,272,027

5. To enclose land ownership and Land Grant, ownership evidences (except Industrial Zone), Land map and Land Lease Agreement(Draft)

6. Whether it is sub-leased from the following person in regarding to Land Lease or not-

[x] Person who has the rights to use the land or Building of the Government from Government Department and Organization in accordance with the national laws.

[ ] Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.

7. Land/Building lease rate (per square meter per year): USD 9,500 per month for land and building inclusive, to be paid monthly (USD 0.145 / sq ft / month).

8. Land Use Premium - (LUP) (If it is leased from the land belonged to Government Department / Organization, the LUP shall be paid in cash by the lessee.)
Rate per Acre: N.A

9. Whether it is agreed by original land lessor or land tenant not: Department of Urban Housing & Development confirmed to U Ohn Kywe Soe that their consent is not required.

10. Proposed land or building use/lease period: 5 years, plus an option to renew for another 5 years, total 10 years

11. Whether it is the land located in the relevant business zone area such as Industrial Zone, Hotel Zone, Trade Zone and etc or not (To describe Zone): Located in the Industrial Zone Ward

Signature
Name of Investor
Designation
Department/Company
(Seal/Stamp)

**LAND AND BUILDING LEASE AGREEMENT**

**PRIVATE & CONFIDENTIAL**

BETWEEN

**U OHN KYWE SOE**
(Lessor)

AND

**[BASF Myanmar Manufacturing Company Limited]**
(Lessee)

**DATED THE DAY OF 201**

RAJAH & TANN | Singapore

CONTENTS

**LAND AND BUILDING LEASE AGREEMENT** (the "**Agreement**")

**THIS AGREEMENT** is made and entered into on the day of 201

**BETWEEN:**

(1) **U Ohn Kywe Soe** (NRC No. 12/Ma Ya Ka(N) 001032), a Myanmar national, with residential address at No. 615-C-1, Pyay Road, Kamayut Township, Yangon, Myanmar (referred to below as "**Lessor**" which expression shall, unless repugnant to the context or meaning, include its successors and permitted assigns);

**AND**

(2) **[BASF Myanmar Manufacturing Company Limited]** (Company Registration No.: [●]), a company incorporated under the laws of Myanmar and having its registered office at [●] (referred to below as "**Lessee**" which expression shall, unless repugnant to the context or meaning, include its successors and permitted assigns);

(each a "**Party**" and collectively the "**Parties**").

**WHEREAS:**

(A) The Department of Urban and Housing Development (previously known as the Department of Human Settlement and Housing Development), under the Ministry of Construction of Myanmar (the "**Head Lessor**") had entered into a 60-year lease agreement with the Lessor on 12 July 2013 (the "**Head Lease**"), in respect of Plot No. 159, Survey Block No. 113, Industrial Zone Ward, East Dagon Township, Yangon, Myanmar of approximately 1.505 acres ("**Land**"). The Land has been zoned for industrial use. A copy of the Head Lease is attached as **Appendix A**.

(B) The Lessor is desirous of leasing the entire plot of Land, including the building area of 20,000 square feet, and any buildings on the Land (collectively referred to as the "**Premises**") as more authentically and particularly demarcated in the site map attached as **Appendix B**.

(C) The Lessee agrees to lease the Premises from the Lessor to *inter alia* undertake production, mixing and blending of chemicals used in amongst others, construction sector, subject always to compliance with the laws, rules, regulations and notifications of Myanmar (the "**Activities**"), upon the terms and conditions contained in this Agreement.

(D) The Lessor represents and warrants that it has the right to lease the Premises to the Lessee, subject to the terms and conditions of the Head Lease, including obtaining relevant approvals from the Head Lessor.

**IT IS AGREED** as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1. Definitions

In this Agreement and the Appendices, unless the subject or context otherwise requires, the following capitalised words or expressions shall have the following meanings:

"**Activities**" has the meaning ascribed to it in **Recital (C)**.

"**Applicable Laws**" means laws and any other instruments/subordinate legislation having the force of law in Myanmar. For the avoidance of doubt, Applicable Laws shall include any applicable statute, ordinance, decree, regulation, notification or by-law or any rule, circular, directive or any licence, consent, permit, authorisation, concession or other approval issued by any Governmental Authority which has appropriate jurisdiction in Myanmar.

"**Business Day**" means any day other than a Saturday, Sunday or a gazetted public holiday in Myanmar.

"**Commencement Date**" has the meaning ascribed to it in **Clause 4.2**.

"**Conditions Precedent**" has the meaning ascribed to it in **Clause 3**.

"**Force Majeure**" means any acts, events, omissions or accidents beyond the reasonable control of the Party claiming the existence of Force Majeure, including but not limited to any of the following: acts of God, flood, earthquake, cyclone, windstorm or other natural disaster, fire, explosion or accidental damage, extreme adverse weather conditions; epidemic or pandemic; war, threat of or preparation for war, armed conflict; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination; any law or governmental order, rule, regulation, notification or direction, or any action taken or omission by a governmental or public authority, including but not limited to imposing sanctions, embargo, export or import restriction, quota or other restriction or prohibition, or failing to issue a necessary licence or consent; prolonged interruption or sustained failure of utility service, including but not limited to electric power, gas or water; any labour dispute, including but not limited to strikes, industrial action or lockouts; and collapse of building structures, failure of plant, machinery, computers or vehicles.

"**Governmental Authority**" means any national, provincial, regional, municipal, local or other governmental, legislative, administrative or regulatory authority, body, agency, commission or other similar entity

(including any branch, department or official of the above) or any successor entity in Myanmar.

"**Head Lease**" has the meaning ascribed to it in **Recital (A)**.

"**Head Lessor**" has the meaning ascribed to it in **Recital (A)**.

"**Land**" has the meaning ascribed to it in **Recital (A)**.

"**Lease**" has the meaning ascribed to it in **Clause 2**.

"**Lessee**" has the meaning ascribed to it in **Recital (2)**.

"**Lessor**" has the meaning ascribed to it in **Recital (1)**.

"**Long Stop Date**" means 31 December 2017 or such other dates as may be mutually agreed by the Parties, being the date on which all Conditions Precedent shall be satisfied.

"**MMK**" means Myanmar Kyats, the official currency of Myanmar.

"**Party**" and "**Parties**" has the meaning ascribed to it in the Recitals.

"**Premises**" has the meaning ascribed to it in **Recital (B)**.

"**Rent**" refers to the rent payable on the Lease as defined in **Clause 5.1(a)**.

"**Rental Due Date**" refers to the due date for payment of Rent as defined in **Clause 5.1(b)**.

"**Right of First Refusal**" has the meaning ascribed to it in **Clause 4.4(a)**.

"**Security Deposit**" refers to the security deposit payable pursuant to **Clause 5.2**.

"**Term**" refers to the duration of the Lease as defined in **Clause 4.1**.

"**USD**" means United States Dollars, the official currency of the United States of America.

**1.2. Interpretation**

(a) The headings are inserted for convenience only and shall not affect the construction of this Agreement.

(b) The expression "**this Agreement**" or any similar expression shall mean this agreement and any supplemental written agreement regarding this Agreement as may be in force from time to time or any time.

(c) Expressions in the singular form shall include the plural and vice versa, and all references to the masculine gender shall include the female and neuter genders and vice versa. Any reference to "**person**" shall include any individual, partnership, joint venture, corporation, limited liability company, trust, association, government, Governmental Authorities or any other entity.

(d) Any reference in this Agreement to "**Clauses**", "**Recitals**" and "**Appendices**" are to the clauses, recitals and appendices in this Agreement. The Appendices to this Agreement and the provisions contained in this Agreement shall have the same force and effect as if set out in the body of this Agreement.

(e) Any reference to a statutory provision shall include such provision as from time to time modified, amended or re-enacted so far as such modification, amendment or re-enactment applies or is capable of applying to any transaction entered under this Agreement.

(f) References in this Agreement to any agreement or document including this Agreement shall include such agreement or document as from time to time amended, modified, varied, novated, supplemented or replaced, unless the context shall otherwise require.

## 2. LEASE AGREEMENT

The Lessor agrees to lease the Premises (together with all rights, easements, appurtenances to the Premises, specifically except all mines, mineral products, coal, petroleum and other natural resources as well as buried treasures and gems occurring in, under or within the Premises) to the Lessee upon the terms and conditions contained in this Agreement ("**Lease**").

## 3. CONDITIONS PRECEDENT

### 3.1. Approvals

This Agreement is, and the obligations of the Parties set out below are, conditional upon the following conditions precedent ("**Conditions Precedent**") being fulfilled by the Long Stop Date:

(a) obtaining an approval from the Head Lessor for the Lease;

(b) obtaining the written approval from the Myanmar Investment Commission for the Lessee to enter into long-term lease agreements

such as this and to undertake the Activities, pursuant to the Myanmar Investment Law 2016;

(c) the Lessor having obtained the redemption, discharge and release of the mortgage over the Land held by Ayeyarwady Bank; and

(d) obtaining all other necessary approvals, permissions and/or consents from relevant Governmental Authorities required for the Lease.

**3.2. True Copies of Supporting Documents to be Provided to the Lessee**

The Lessor undertakes to provide the Lessee with true copies of any forms, instruments and documents filed or proposed to be filed or by the Lessor, as well as all reasonable assistance and cooperation, in relation to the fulfilment of the Conditions Precedent.

**4. TERM AND RIGHT TO ASSIGN**

**4.1. Term**

(a) Subject to the fulfilment of the Conditions Precedent, the Lease shall begin on the Commencement Date and continue for a term of five (5) years, with an option to renew, at the sole discretion of the Lessee, for one (1) additional term of five (5) years, with a total lease term of ten (10) years ("**Term**").

(b) In the event the Term is renewed for an additional term of five (5) years and in the fifteen (15) month period prior to the end of the ten (10) year Term, the Parties shall discuss whether the Term should be further extended and negotiate on the relevant terms.

**4.2. Commencement Date**

The Lease shall commence on the date of execution of this Agreement or on the date on which all the Conditions Precedent have been fulfilled, whichever is later, or such other date to be agreed between the Parties ("**Commencement Date**").

**4.3. Assignment**

The Lessee has the right to assign the Lease and/or lease the Premises to an assignee or successor-in-title of the Lessee or otherwise to any third party nominated by the Lessee, at any time and without the prior consent of the Lessor but subject always to compliance with all the terms and conditions of the Head Lease and obtaining the necessary approvals from the relevant Governmental Authorities of Myanmar. The Lessor shall extend all reasonable assistance and cooperation to the Lessee in respect of any matter to be done or

step to be taken to assign the Lease and/or lease the Premises to an assignee or successor-in-title of the Lessee.

**4.4. Right of First Refusal**

(a) In the event the Lessor proposes to lease the Land and/or Premises to another party, the Lessee shall have the right (but not obligation) of first refusal to lease the Land and/or Premises on the same terms as offered to that other party ("**Right of First Refusal**").

(b) Notwithstanding anything to contrary in Clause 4.4(a), if the Lessee exercises its Right of First Refusal, this Clause 4.4 shall also be inserted into the lease agreement between the Lessee and Lessor.

**5. RENT AND SECURITY DEPOSIT**

**5.1. Rent**

(a) The Lessee shall during the Term pay the Lessor a monthly rent of USD9,500 (nine thousand five hundred United States dollars only) ("**Rent**").

(b) The Rent for a particular calendar month shall be payable every Monday of the last week of such calendar month to the bank account of the Lessor ("**Rental Due Date**").

(c) If the Rental Due Date falls on a day other than a Business Day, the Rent payment shall be made on the succeeding Business Day.

(d) If the Commencement Date does not fall on the first day of the calendar month, the Rent payable for such calendar month shall be reduced on a pro rata basis.

(e) If the termination of this Agreement or expiration of the Term does not fall on the last day of the month, the Rent payable for such calendar month shall be reduced on a pro rata basis.

**5.2. Security Deposit**

(a) The Lessee shall make payment of a security deposit equivalent to three times the monthly Rent (i.e. USD28,500) ("**Security Deposit**") to the Lessor within one (1) calendar week from the signing of this Agreement.

(b) The Lessor may utilise the Security Deposit or part thereof to cover any damage to the Premises arising from the Lessee's breach of this Agreement.

(c) In the event that the Conditions Precedent have not been satisfied by the Long Stop Date, unless the fulfilment of such Conditions Precedent has been specifically waived by the Lessee, the Security Deposit shall be refunded in full without any deduction whatsoever to the Lessee within seven (7) days of the Long Stop Date.

**5.3. Applicable Currency for Rent and Security Deposit**

Payment of Rent and Security Deposit may be made in either USD or MMK, provided payments if mandated in MMK by Applicable Laws shall be converted using the official exchange rate published on the Central Bank of Myanmar's website currently accessible at http://forex.cbm.gov.mm/index.php/fxrate, as at 9:00 AM Myanmar Time on the date of payment.

**5.4. Method of Payment**

(a) Any payments (including the payment of Rent or the return of the Security Deposit) to be made to the Lessee or to the Lessor pursuant or in relation to this Agreement shall be made to the following bank accounts:

**Lessor**

| | | |
|---|---|---|
| Account Name | : | U Ohn Kywe Soe and Myat Thuzar Lwin |
| Account No. | : | 05710706002218601 |
| Beneficiary Bank | : | KBZ Bank Ltd |
| Swift Code | : | KBZBMMMY |

**Lessee**

| | | |
|---|---|---|
| Account Name | : | [●] |
| Account No. | : | [●] |
| Beneficiary Bank | : | [●] |
| Swift Code | : | [●] |

(b) Unless otherwise required by Applicable Laws, all payments made pursuant or in relation to this Agreement shall not be made in cash.

**6. RIGHTS AND OBLIGATIONS**

**6.1. Lessor's Obligations**

The Lessor covenants with the Lessee that the Lessor shall:

(a) allow peaceful and quiet holding of the Premises during the Term without any interruption or disturbance of whatsoever nature by the

Lessor or any person lawfully claiming to represent the Lessor, subject to all the terms and conditions of the Head Lease;

(b) allow the Lessee to use the Premises during the Term;

(c) perform and comply with all the terms and conditions of the Head Lease, and shall immediately notify the Lessee of any material breach of such terms or of any circumstance that may result in such terms being breached;

(d) comply at all times with the terms and conditions of the Head Lease and shall not do or omit to do anything which might render the Lessor to be in breach of the terms and conditions of the Head Lease or any Applicable Law which may reasonably result in the termination, cancellation or withdrawal of the Head Lease;

(e) not do or omit to do anything which may reasonably result in the variation of the terms and conditions of the Head Lease which would adversely affect the Lessee's rights under this Agreement; and

(f) at the termination of the Agreement or expiration of the Term, permit the Lessee to remove all of the Lessee's fixtures and fittings and property whatsoever where so removable.

**6.2. Lessee's Obligations**

The Lessee covenants with the Lessor that the Lessee shall:

(a) pay Rent as specified in **Clause 5.1** above, subject to withholding and applicable taxes, if any;

(b) ensure that all activities and operations on the Premises, or any part to the Premises including the buildings and related facilities, are in conformity with the Applicable Laws in all material aspects; and

(c) for the duration of the Term, the Lessee shall undertake normal maintenance and due care of the Premises and all the Landlord's fixtures and fittings within, fair wear and tear excepted.

**6.3.** The Lessor undertakes that prior to the signing of this Agreement, it has taken all necessary steps to ensure that the Premises are free of all encumbrances, imperfections and/or restrictions save as otherwise expressly set out in this Agreement. The Lessor further warrants that on the date of the signing of this Agreement, the Premises are free of all encumbrances, imperfections and/or restrictions save as otherwise expressly set out in this Agreement.

7. **REPRESENTATIONS AND WARRANTIES**

**7.1.** Each Party represents and warrants to the other that it is a legal person duly authorised under the relevant laws and has the right power, sound financial standing and authority to enter into this Agreement.

**7.2. Representations and Warranties by the Lessor**

The Lessor represents, warrants and covenants that:

(a) it has performed and will perform diligently and properly all of its obligations under the Head Lease, such that no breach of any terms and conditions of the Head Lease has or will occur;

(b) it has not received any notice from the Head Lessor that the Head Lease has been or will be terminated;

(c) it has paid all fees, and will continue to pay all fees, including any rental, due and payable under the Head Lease;

(d) prior to signing this Agreement, it has obtained approval from the Head Lessor for the Lease; and

(e) the specifications of the Premises will be upgraded at the Lessor's sole costs and expenses in accordance with **Appendix C** of this Agreement, and all facilities, machineries and equipment specified as such are in good repair and condition and in working order and condition.

**7.3. Best Endeavours**

The Parties shall use their best endeavours to secure the approvals set out in **Clause 3** in a proper and timely manner, and in any event before the Long Stop Date. If the Head Lessor, Myanmar Investment Commission and/or relevant Governmental Authority directs the Lessor and/or the Lessee to obtain further approval, consent and/or permission from another Governmental Authority, regardless of whether such approval, consent and/or permission is a condition to such Head Lessor, Myanmar Investment Commission and/or relevant Governmental Authority's approval, the Parties shall use their best endeavours to obtain such approval, consent and/or permission as directed.

8. **INDEMNITY**

The Lessor shall indemnify and hold harmless the Lessee, its employees, officers, agents, and representatives from and against any loss, damages, costs, liability or expense sustained or incurred by the Lessee arising out of any breach of any representation or warranty made by the Lessor in Clause 7 above, and/or any failure by the Lessor to fulfil any of its obligations contained in this

Agreement or any related documents in a timely and proper manner, and/or any fraud or wilful misconduct or negligence of the Lessor in connection with this Agreement.

## 9. TERMINATION

### 9.1. Termination Events

Except as otherwise stated in this Agreement, this Agreement may be terminated, with no penalty:

(a) upon the expiration of the Term;

(b) upon termination of the Head Lease;

(c) by either Party, provided six (6) months' advanced notice has been given, any time from the beginning of the fourth year of the Term;

(d) with mutual agreement between both Parties; or

(e) during a Force Majeure event, in accordance with **Clause 10**.

### 9.2. Termination due to Default

Notwithstanding **Clause 9.1**, this Agreement may be terminated by the non-defaulting Party if the defaulting Party commits a material breach of the terms and conditions of this Agreement and fails to rectify such material breach within four (4) weeks from the notification in writing of such breach by the non-defaulting Party. The non-defaulting Party shall be entitled to claim damages, specific performance of this Agreement and/or any other remedies from the defaulting Party including but not limited to all losses suffered by the non-defaulting Party as a result of the breach by the defaulting Party.

### 9.3. Return of Security Deposit

Subject to **Clause 5.2(b)** and without prejudice to any rights or remedies which the Lessee may have against the Lessor, upon the termination of the Agreement or the expiration of the Term, the Security Deposit or any balance not utilised in accordance with the Agreement shall be returned by the Lessor to the Lessee within one (1) month from the effective termination date.

**9.4. Breach or Termination of Head Lease**

In the event that this Agreement is terminated due to a breach or termination of the Head Lease, the Lessee shall, subject to the extent permissible under Applicable Laws, have the sole and absolute right and option to require the Lessor to, and the Lessor shall thereby use his best efforts to procure and ensure that:

(a) the Lessee is substituted as a party in place of the Lessor in the Head Lease; or, if this is not possible,

(b) a separate lease agreement is entered into between the Head Lessor and the Lessee in respect of the Premises with substantially the same terms with regards to the Term (as set out in Clause 4.1 above) and Rent (as set out in Clause 5.1 above).

**10. FORCE MAJEURE**

**10.1.** If a Party is temporarily rendered unable wholly or partly by a Force Majeure condition to perform its duties or accept the performance by the other Party under this Agreement or, in the case of the Lessee, to enjoy the use of the Premises and/or undertake the Activities on the Premises as contemplated in this Agreement, it is agreed that the affected Party shall give notice to the other Party within fourteen (14) days after that occurrence of the Force Majeure condition relied upon, giving full particulars in writing of such Force Majeure condition. The duties of such affected Party, including payment of any Rent under this Agreement, shall be suspended during the continuance of the Force Majeure condition. Neither Party shall be responsible for delay, damage or loss caused by a Force Majeure condition.

**10.2.** Immediately, after removal of such a Force Majeure condition, the affected Party shall perform obligatory functions under this Agreement with all speed and effectiveness.

**10.3.** Notwithstanding **Clauses 10.1 and 10.2**, if such Force Majeure conditions continue for a period of three (3) months or more, the Lessee reserves its rights under this Agreement to reconstruct the damaged property wholly or partially at its own cost and continue its operations or to terminate this Agreement. One (1) week's notice of any intention to terminate this Agreement shall be given in writing to the Lessor.

**11. RETRANSFER OF LEASED PROPERTY**

**11.1.** Upon termination of this Agreement or upon the expiration of the Term, the Lessee shall vacate the Premises within a reasonable time.

**11.2.** The Lessee shall have the right to be in possession and ownership of all movable properties which shall be removed at its own costs and expenses, and/or disposed of.

**12. MODIFICATION OF AGREEMENT**

**12.1.** This Agreement constitutes the whole and entire agreement and understanding between the Parties at the time of execution of this Agreement in connection with the arrangements described in this Agreement.

**12.2.** In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and that it warrants amendments to this Agreement, the Parties shall make necessary negotiations with a view to making such necessary amendments.

**12.3.** All modifications, changes and/or amendment to this Agreement intended to be integral to this Agreement shall only be valid if agreed and confirmed in writing by both Parties.

**13. NOTICES**

**13.1. Notices to be in Writing**

Any notice or other communication required to be given or sent in respect of this Agreement shall be in the English language and shall be sufficiently served on the other Party if addressed to him and (in the case of the Party that is a corporate entity) marked for the attention of its designated person, at its address or number specified below or at such address and/or marked for the attention of such designated person as such party may hereafter specify for such purpose to the other by notice in writing and delivered to him in the following manner:

(a) left by hand at address stipulated below or the last known address;

(b) sent by electronic mail ("e-mail") at the e-mail address stipulated below or the last known e-mail address;

(c) sent by prepaid registered post (or airmail, if overseas) or international courier to the address stipulated below or the last known address; or

(d) sent by facsimile transmission at the facsimile number stipulated below or the last known facsimile number.

**Lessor**

| | | |
|---|---|---|
| Name | : | U Ohn Kywe Soe |
| Address | : | No. 615-C-1, Pyay Road<br>Kamayut Twonship |

| | | |
|---|---|---|
| | | Yangon, Myanmar |
| Telephone | : | +9595018057 |
| Facsimile | : | +95 1 660736 |
| E-mail | : | ohnkywe@yahoo.com |

**Lessee**

| | | |
|---|---|---|
| Name | : | BASF Myanmar Manufacturing Company Co Ltd |
| Attention to | : | De Silva Arnold Francis |
| Address | : | [●] |
| Telephone | : | [●] |
| Facsimile | : | [●] |
| E-mail | : | arnolddesilva.desilva@basf.com |

**13.2. Deemed Delivery Date**

Notices shall be deemed to have been received:

(a) upon receipt if hand delivered or by e-mail;

(b) seven (7) calendar days from the date of dispatch of such notice if by registered post (or airmail, if overseas) or international courier; or

(c) upon completion of transmission if by facsimile or by e-mail provided that the facsimile or e-mail transmission was duly transmitted from the dispatching terminal error-free, as may be evidenced by:

(i) a transmission/activity report generated by the transmitting equipment in the case of facsimile transmission; and

(ii) an acknowledgement of delivery or receipt of the email generated by the transmitting/or receiving network equipment and/or the absence of a contrary message or other indication is issued by the system administrator about the non-delivery status of the transmission, as the case may be, in the case of e-mail transmission.

**14. MISCELLANEOUS**

**14.1. Waiver**

No failure or delay on the part of either Party in exercising any power or right in this Agreement or no knowledge or acquiescence by either Party of or in any breach of any terms and conditions or covenants contained in this Agreement, shall operate as a waiver of such terms and conditions or covenants contained in this Agreement, nor shall any single or partial exercise of such right or power preclude any other or further exercise of any other right or power in this Agreement.

**14.2. Language**

This Agreement shall be written in English. The English language version of this Agreement shall prevail over any translation of this Agreement. Notwithstanding that certain documents must be executed and filed in the Myanmar language under the laws of Myanmar, the governing language of such documents shall be the English language translation of the same.

**14.3. Successors in Title**

This Agreement shall be binding upon the respective heirs, successors in title and assigns of the Lessor and Lessee.

**14.4. Validity of Agreement**

The invalidity or unenforceability for any reason of any part of this Agreement shall not prejudice or affect the validity of the remaining provisions of this Agreement.

**14.5. Survival**

Notwithstanding anything contained elsewhere in this Agreement, the provisions of **Clauses 8, 9, 11, 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, and 14.8** shall survive the termination of this Agreement howsoever caused, and shall continue after such termination in full force and effect.

**14.6. Dispute Resolution**

(a) Any disputes or claims arising from this Agreement shall be notified by the claimant to the other Party indicating the nature of the dispute or claim and the relief requested and the Parties (each with the authority necessary to settle such dispute or claim) shall meet within thirty (30) days of delivery of such notice at a place agreed by them to attempt, in good faith, to settle the dispute or claim. Any settlement reached shall be recorded in writing and signed by the Parties.

(b) The Parties agree to submit any dispute arising out of or in connection with this Agreement not resolved in the manner set out in **Clause 14.6(a)** above, including any question regarding its existence, validity or termination to the non-exclusive jurisdiction of the Myanmar courts.

**14.7. Governing Law**

This Agreement shall be read, construed, interpreted and governed by the laws of Myanmar.

**14.8. Law of Performance**

Both Parties shall carry out their obligations arising out of this Agreement according to the laws, rules, regulations, directives and procedures of Myanmar.

**14.9. Further Assurance**

Each Party agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by Applicable Laws or any Governmental Authority or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement and the transaction contemplated by it.

[*Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF** of this Agreement has been entered into on the date stated at the beginning.

| | |
|---|---|
| Executed by: | Witnessed in the presence of |
| (1) The LESSOR | |
| ____________________________ | ____________________________ |
| | Name:<br>NRC No./Passport No. |
| Executed by: | Witnessed in the presence of |
| (2) For and on behalf of<br>The LESSEE | |
| ____________________________ | ____________________________ |
| Designation: | Name:<br>NRC No./Passport No. |

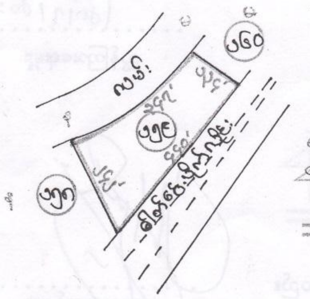
**APPENDIX A**
**Head Lease**

**APPENDIX B**
**Site Map of the Premises**

-၆-

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

မူရင်း



| |
|---|
| ၂၀၁၃ /၂၀၁၄ ခုနှစ်သုံး မြေပုံမှ ရေးကူးပေးသည့် မှန်ကန်ကြောင်း သက်သေခံသည့် မြေငှားစာချုပ်မြေပုံ |
| အမည်ပေါက် |
| မြေတိုင်းရပ်ကွက်အမှတ် ၁၁၃ |
| လူနေရပ်ကွက်အမှတ် |
| မြေကွက်အမှတ် ၁၅၉ |
| မြေအမျိုးအစား |
| အလျား ............ × အနံ ............ |
| ဧရိယာ |
| မြို့နယ် |
| စကေး |
| ထုတ်ပေးသည့်အမှုတွဲအမှတ် |
| (မျိုးသီဟအောင်) မြေတိုင်း - ၄ မြေ တိုင်း ဌာ န ခွဲ |
| မြေတိုင်း-၃ မြေ တိုင်း ဌာ န ခွဲ |

၂၀၁၃ /၂၀၁၄ ခုနှစ်သုံး မြေပုံ/မြို့ မြေစာရင်းမှ ရေးကူးသော ကောက်နှုတ်ချက်မိတ္တူမြေပုံ/မြေရာဇဝင်ဖြစ်၍ တိကျမှန်ကန်ကြောင်း ထောက်ခံပါသည်။ (မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန)

**APPENDIX C**
**Details of the Premises**















1. **Fencing and Gate**
   Painted brick walls fencing for minimum height of 2 m; including security barb wires on all four sides.

2. **External Walkway**
   Concreted external walkway on two sides of the factory.
   New Foundation at East End for :
   (A) 4.5m X 4.5m X 0.2m - for water storage tank capacity for 30 m3 @ 7 Ton/m2.
   (B) 4.5m X 4.5m X 0.2m for compressor and water pumps.

3. **Roof, Gutter and rain water drain pipe**.

New gutter and the rain water drain piping included.
No leakage - 1 year warranty. During the first monsoon, if there is a leakage, to be repaired.
Install 3 ventilator fans on the roof

4. **General Factory Building**
   (A) Internal and External to be repainted.
   Production Area – 25m x 10m, separate concrete foundation for 7 ton/m2; with surrounding bund wall of height 30 cm and collection pit (50cm X 50cm X 50 cm).

5. **Access and Doors**
   Total 5 Access.
   (A) 2 main doors remain.
   (B) Gate to compressor room remain
   (C) One Main door will be re-position to fit production area.
   (D) New Emergency Exit – 80cm X 220 cm height steel door with red paint.

6. **Electric Supply**
   (A) Existing Grid - 315 kVA, 3 Phase 380 V, 50 HZ, Automatic Voltage Regulator Transformer with capacitor bank. Main electrical breaker - 400 amps.
   (B) Provide Indication Light in Plant Area to show Electric Supply from existing grid and backup generator.

7. **Water Supply**
   (A) East Side (Production Area): 4.25" tube well with submersible pump 30 M3/hour; with the connection to water storage tank.
   (B) West Side (Office area) - 2" tube well with Overhead Water Tanks (2 X 1,000 lts)

8. **Security Guard House**
   Build Security Guard house (2.5m X 3m) in front of existing storage shed

9. **Offices**
   (A) Refurbish 5 X Existing Side Buildings (4m X 9m)
      i. 3 X side buildings as Offices with toilets and ceilings
      ii. 1 X side building as QC
      iii. 1 X side building as Concrete Lab (Floor to be concreted with Ramp incorporated)
      iv. 1 X side building as Pantry and Locker Area
      v. Concrete block wall for all buildings
      vi. Painted with appropriate type of paint for inside and outside
      vii. Replace with new carpet
      viii. Replace windows with UPVC sliding doors type per attached layout
      ix. New drain pits between QC and Concrete Lab building

x. Proper step for building

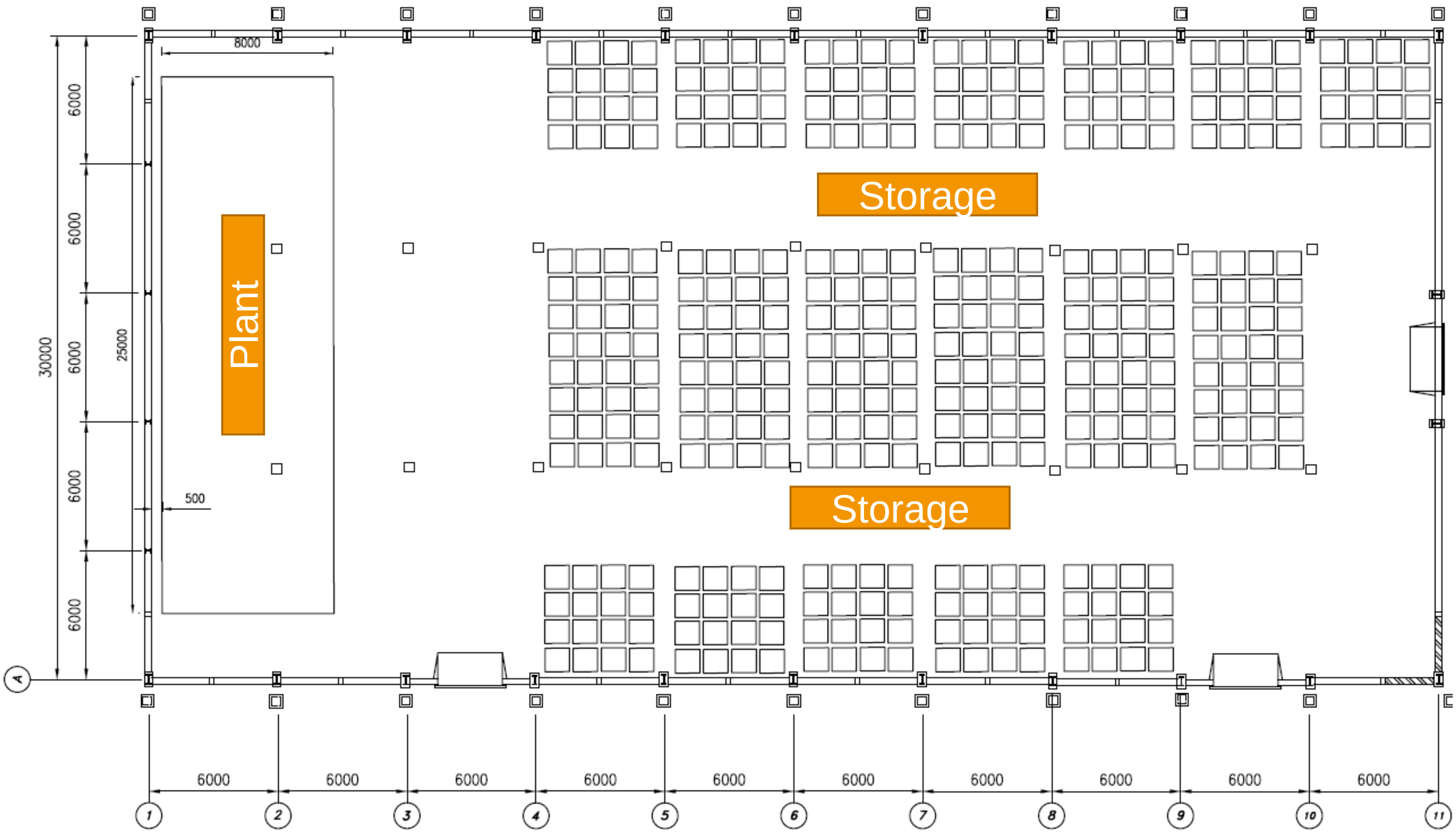
**10. Toilets/Showers**

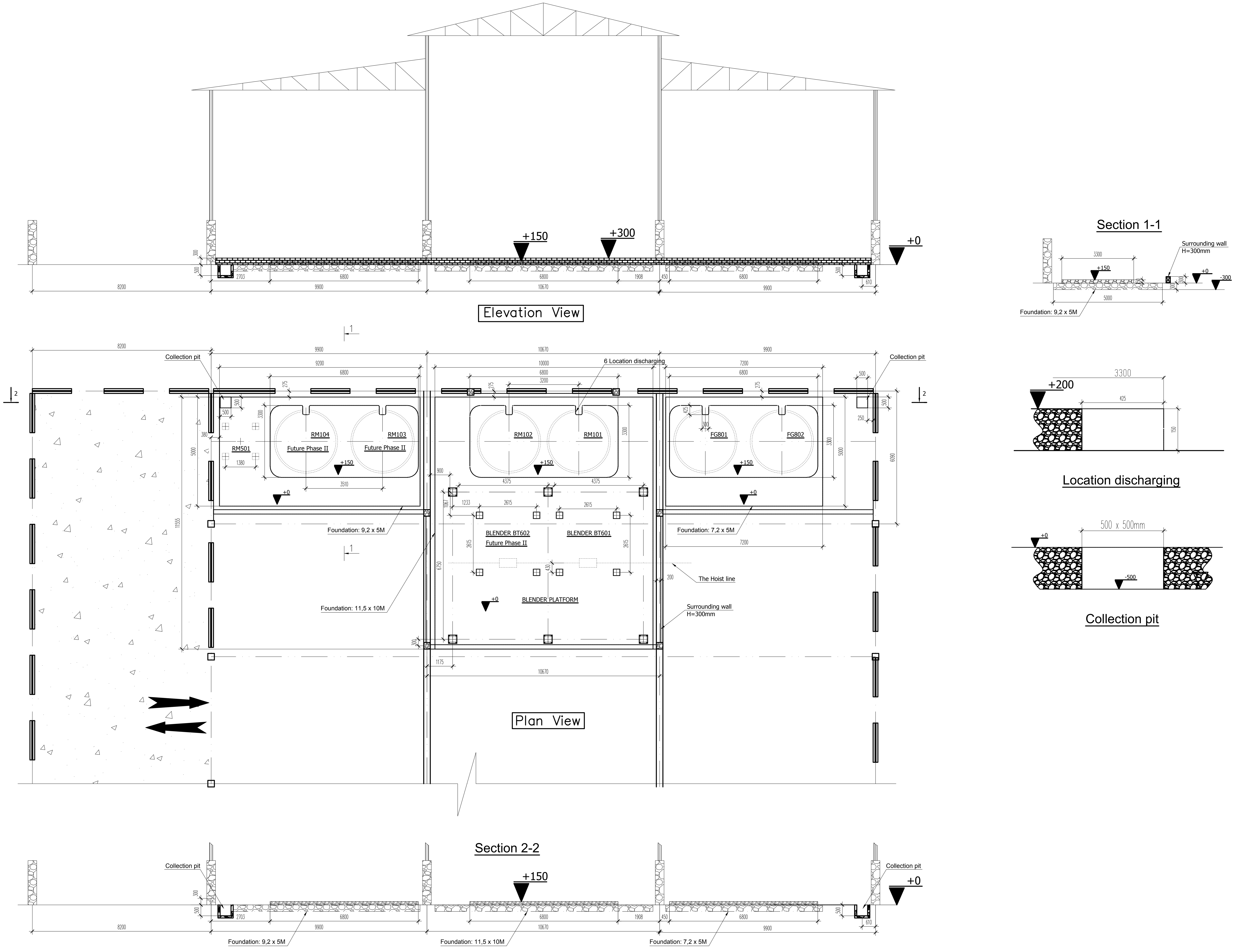
Separate building with 4 toilet cubicles with overhead showers facility.

# BASF Myanmar Manufacturing – 3D



# Layout Factory Building & Product Storage






| REV | REVISION DESCRIPTION | DATE | DRAWER |
|---|---|---|---|
| 2 | | | |
| 1 | | | |
| 0 | BUILT | 06-07-2017 | Tran Huu Tuong |

OWNER: BASF We Create Chemistry
BASF (Myanmar) Limited

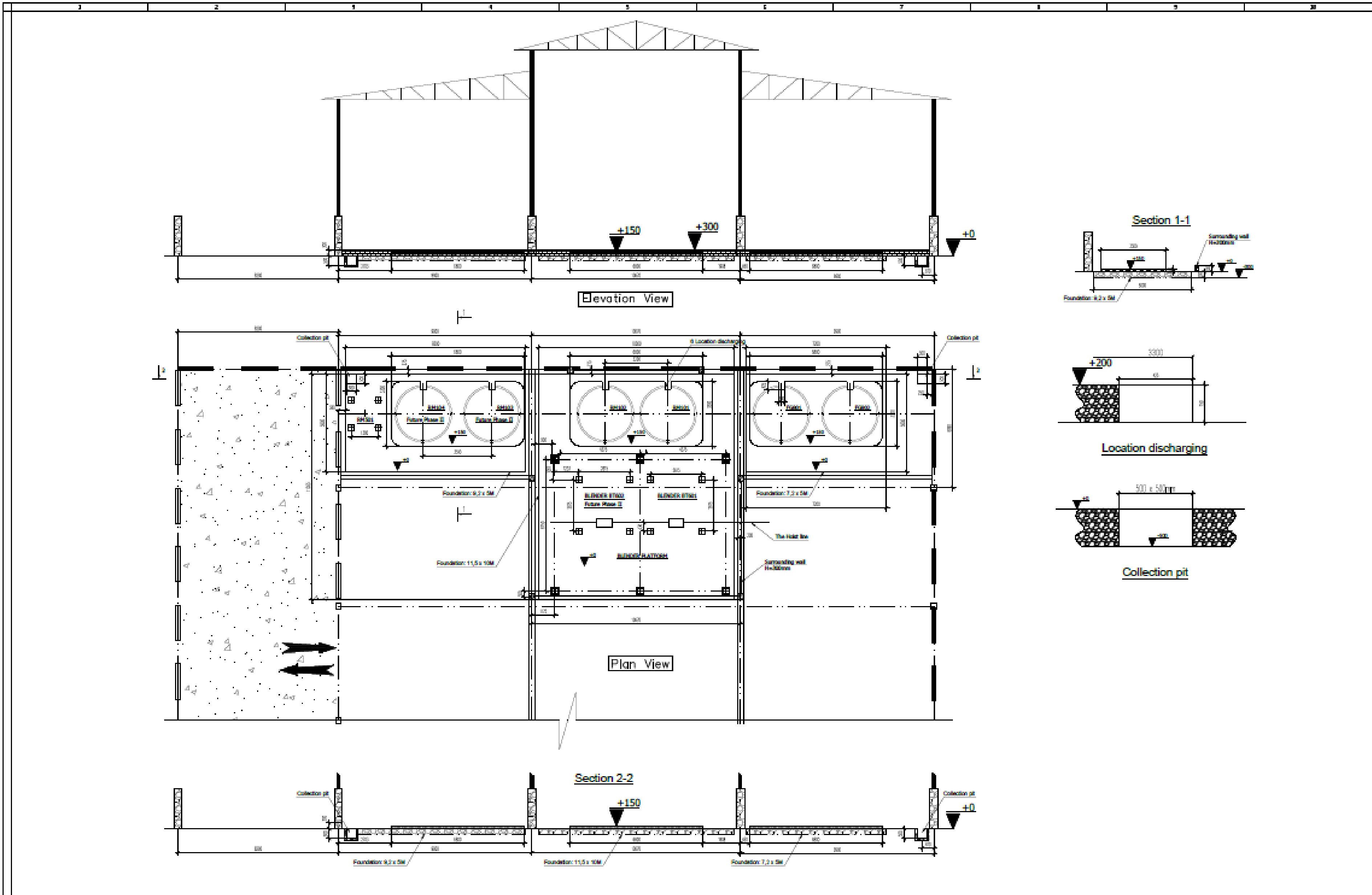
HTEN Technology Solution

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| Technical unit | mm | Format | A3 |
| Drawn by | TRAN HUU TUONG | | |
| Checked by | TA HOANG HAO | Scale | - |

Drawing No: FOUNDATION

Company: BASF (Myanmar) Limited.
Project: BASF Yangon PLANT
Title: Foundation
Foundation

# Foundation Layout East Dagon Plant



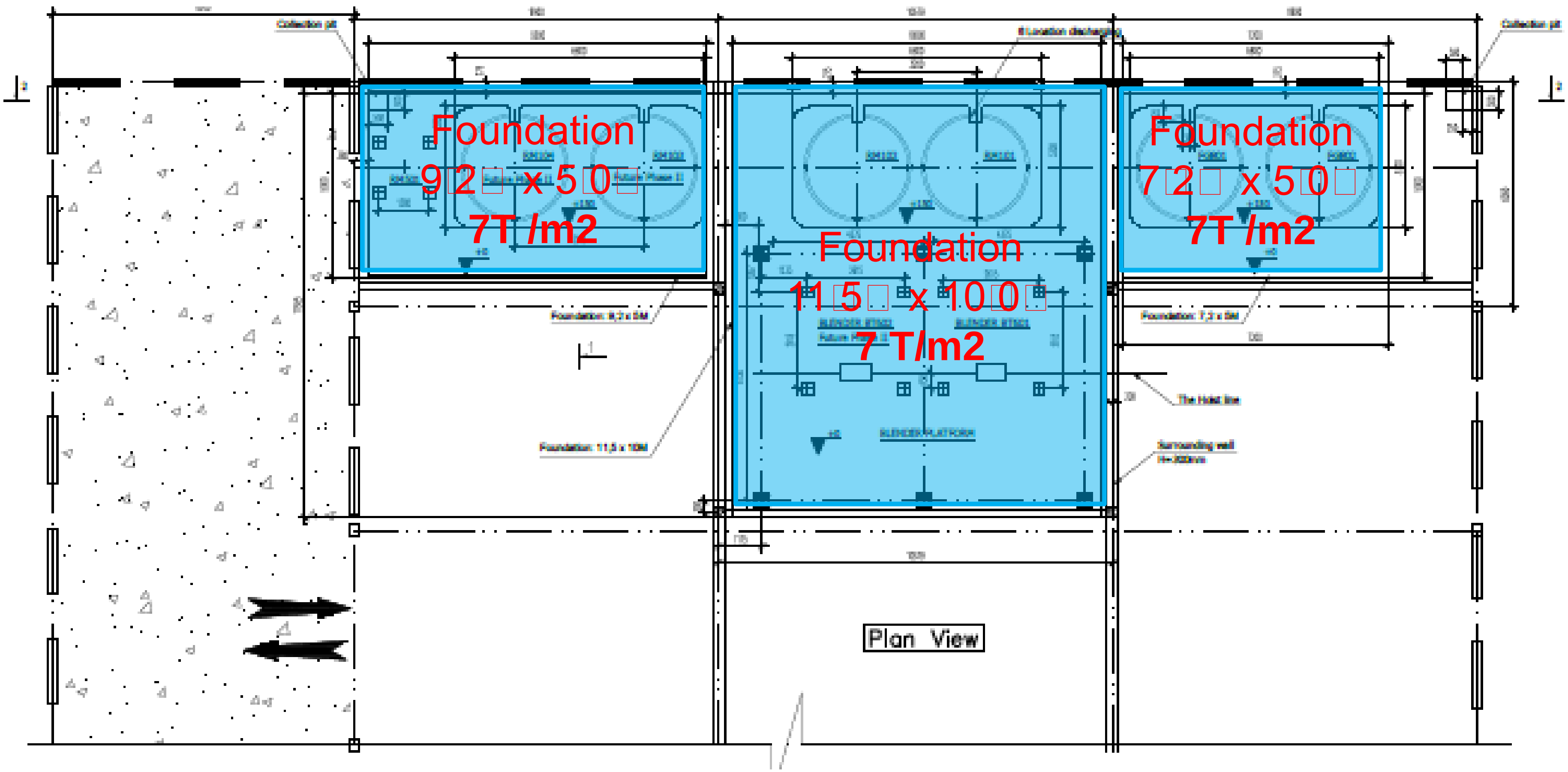

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|---|---|---|---|---|---|---|---|
| 2 | | | | OWNER: BASF We Create Chemistry BASF (Myanmar) Limited | HTEN | Technical unit: mm | Format: A3 |
| 1 | | | | | | Drawn by: TRAN HUU TUONG | Drawing No: FOUNDATION |
| 0 | BUILT | 06-07-2017 | Tran Huu Tuong | | | Checked by: TA HOANG HAO | Scale: - |
| REV | REVISION DESCRIPTION | DATE | DRAWER | | | | |

Company: BASF (Myanmar) Limited.
Project: BASF Yangon PLANT
Title: Foundation
Foundation

# Foundation Layout East Dagon Plant

**Base Foundation**

Concrete sla□s □ith □ini pilings underneath, Capacit□7 Ton□□2 LO□D, □ □50 concrete, □ulti la□er steel rein□orce□ent
Top Sur□ace is at le□el 0 □or at the sa□e le□el □ith existing concrete sur□ace□, thic□ness est□□00□ □ □
**Expansion joints** □ith existing concrete, to □e □illed □ith Pol□□rethane □oint sealant □□□SF Sonolastic □ltra or □P1□



# Foundation Layout East Dagon Plant

## Storage Tanks Foundation

Concrete sla□s 6□□□ x □□□ □ x 150 □ □, Steel Rein□orced □dou□le □□ □ steel □esh□, □ □50 concrete

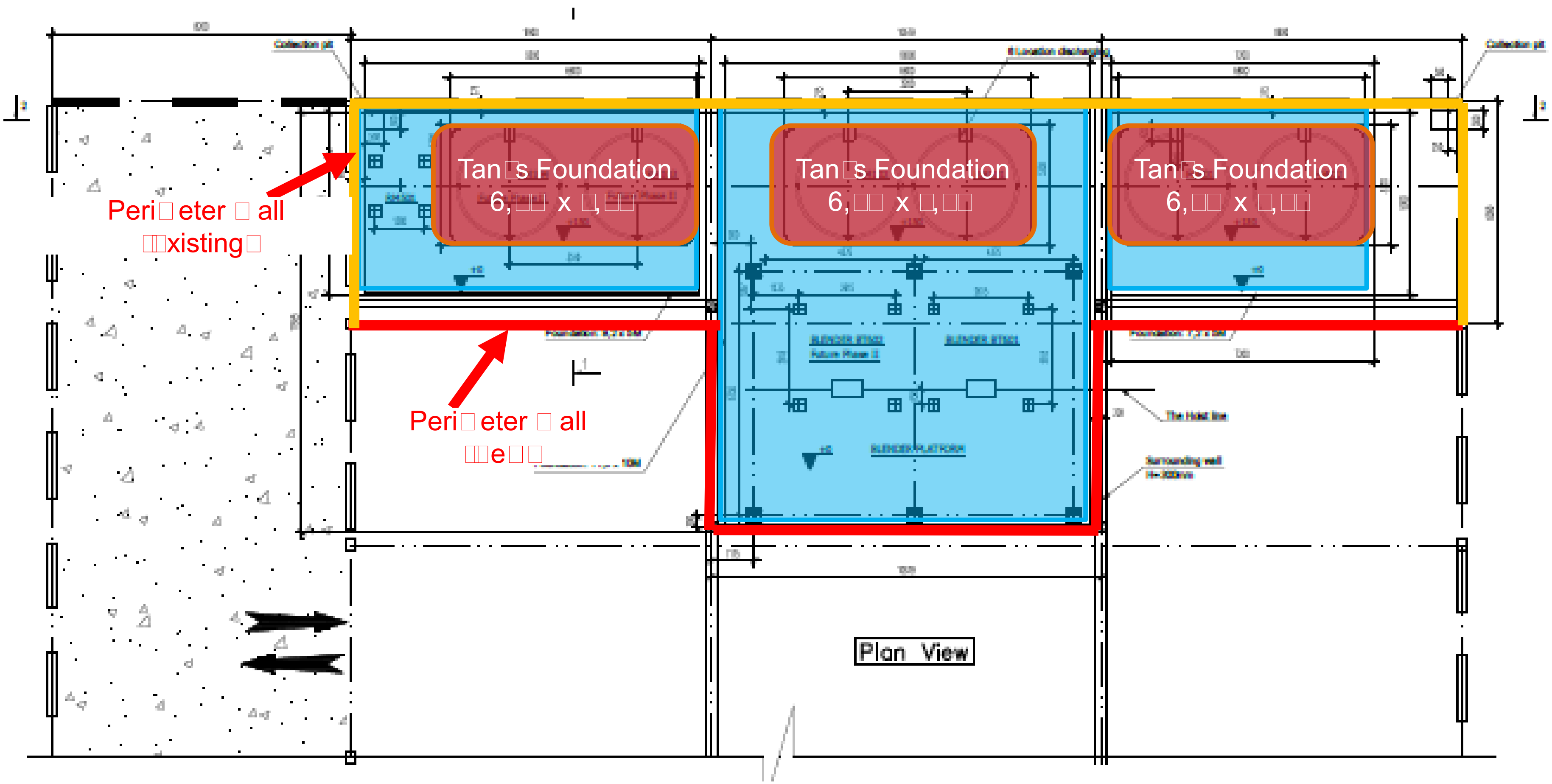
Top Sur□ace is at le□el □150 □ □

Pre□era□le to □e casted together □ith □ase Foundation □i□possi□le□

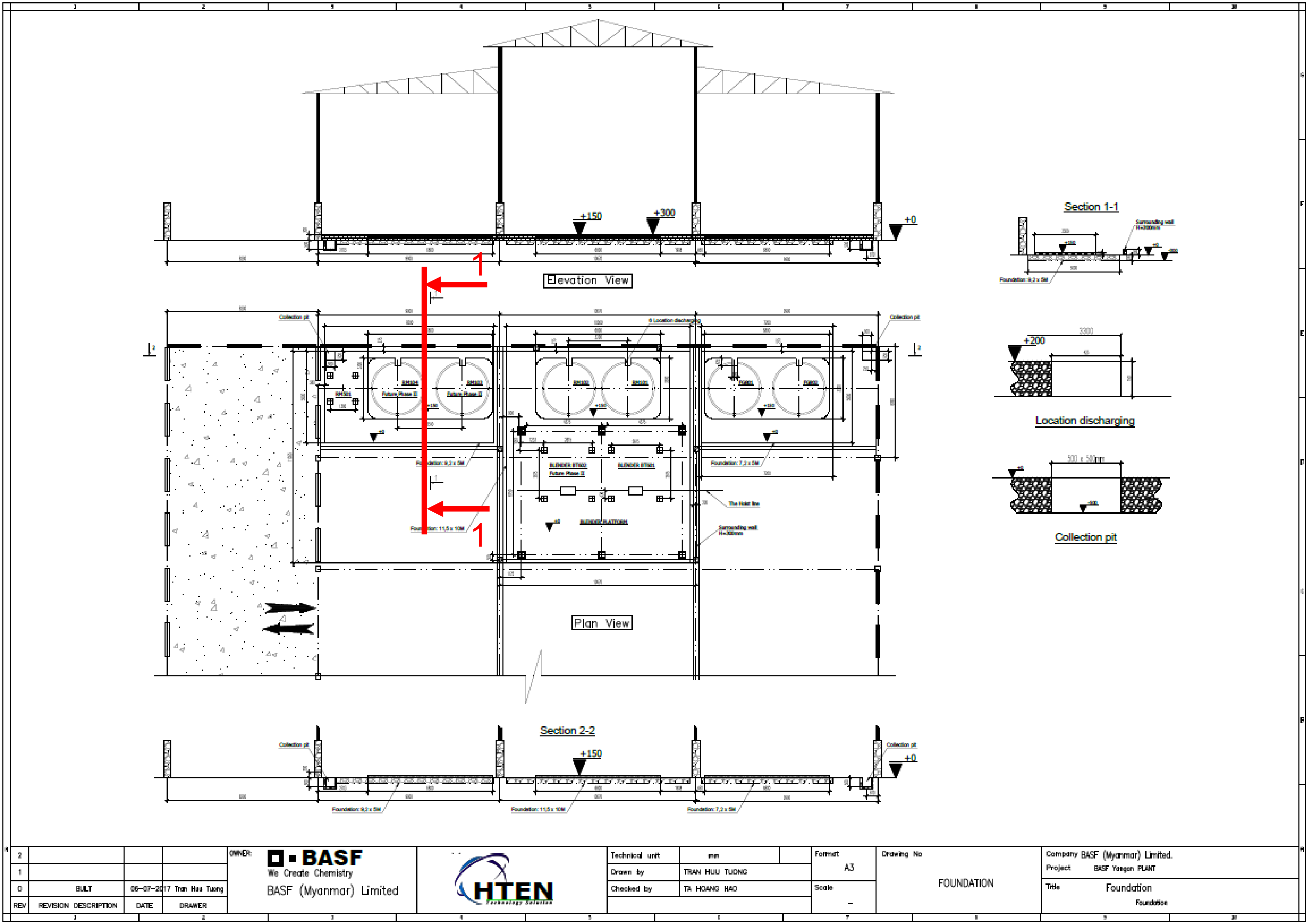
**Notes :** □□SF □ill place □crete MF on top o□these concrete sur□ace, **before the equipment installation**

Peri□eter □all □□e□□or □und□all □ill onl□□e □uilt **after the completion of equipment installation**

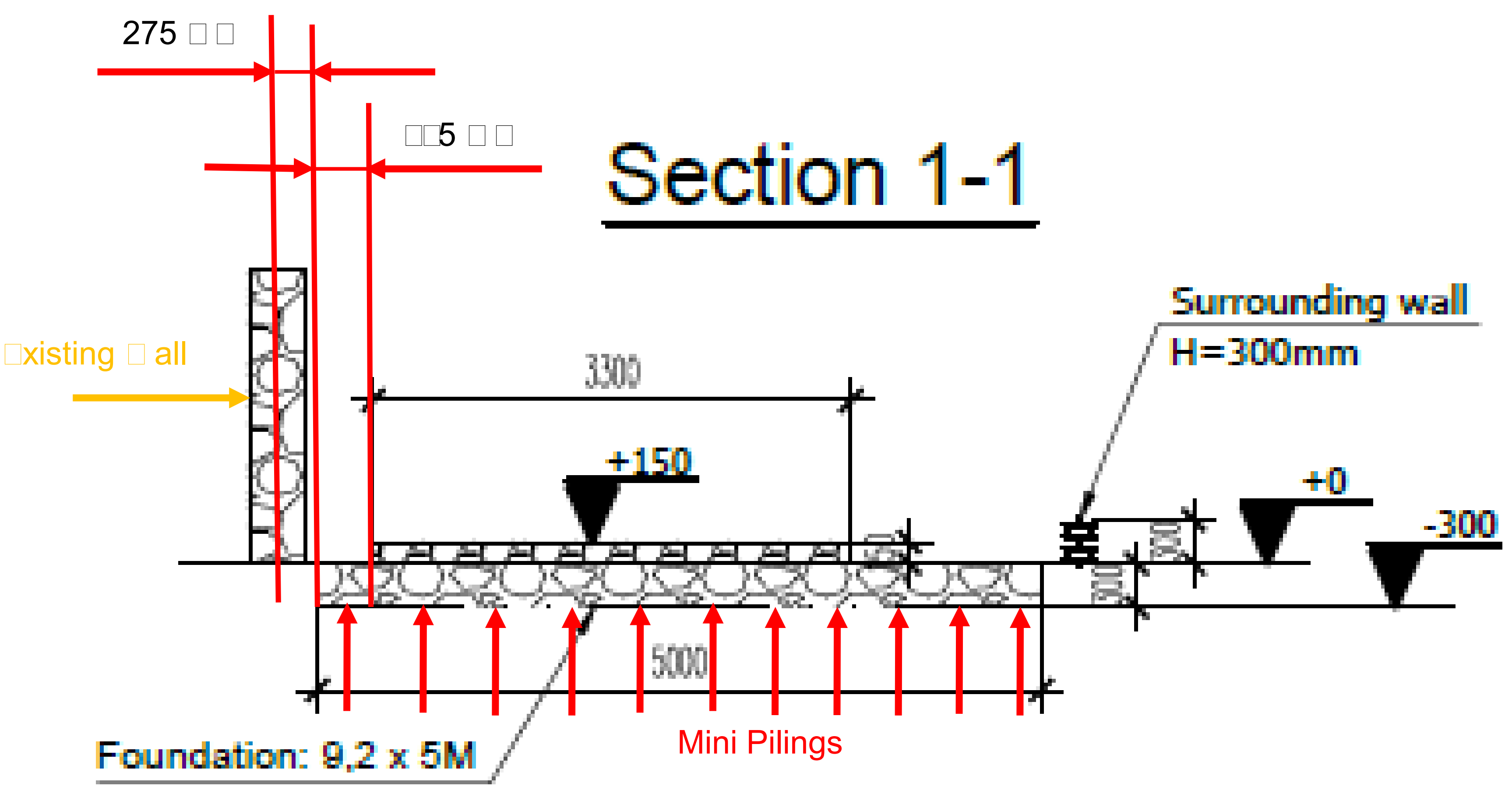
Peri□eter □all □□e□ and □xisting□□ust □e □ater tight to pre□ent lea□age o□the che□ical



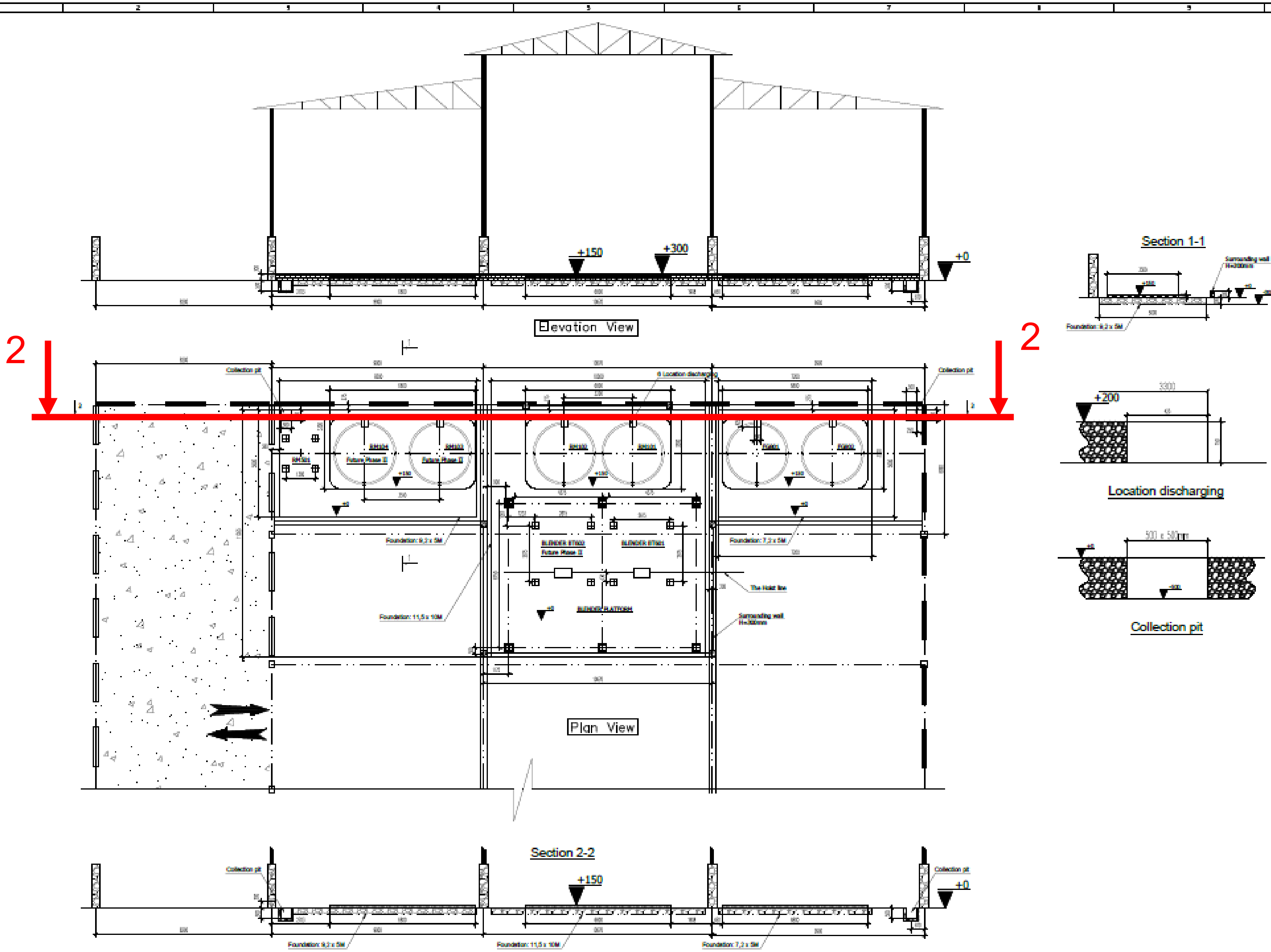
# Foundation Layout East Dagon Plant



# Foundation Layout East Dagon Plant



# Foundation Layout East Dagon Plant




| REV | REVISION DESCRIPTION | DATE | DRAWER |
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| 1 | | | |
| 0 | BUILT | 06-07-2017 | Tran Huu Tuong |

OWNER: BASF We Create Chemistry
BASF (Myanmar) Limited

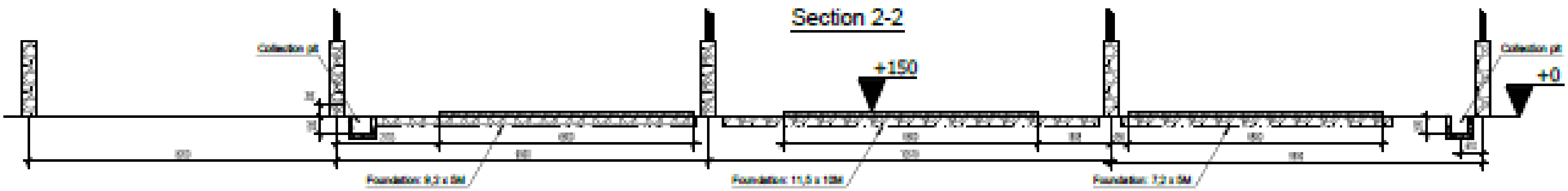
HTEN

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| Drawn by | TRAN HUU TUONG |
| Checked by | TA HOANG HAO |

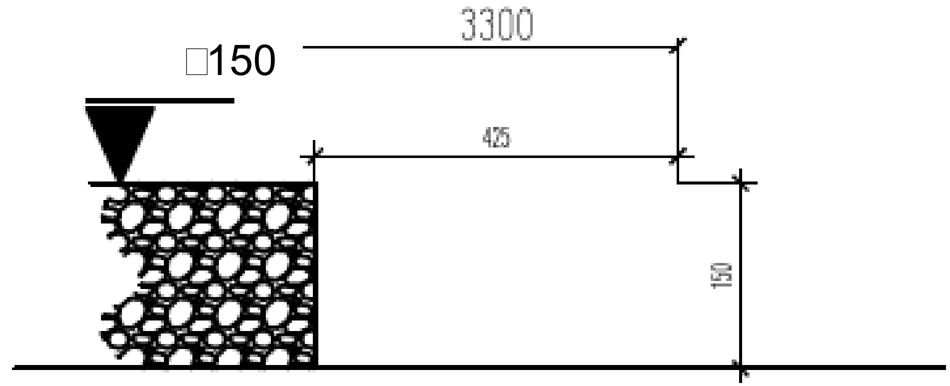
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Scale -
Drawing No FOUNDATION
Company BASF (Myanmar) Limited.
Project BASF Yangon PLANT
Title Foundation
Foundation

# Foundation Layout East Dagon Plant

## Section 2-2

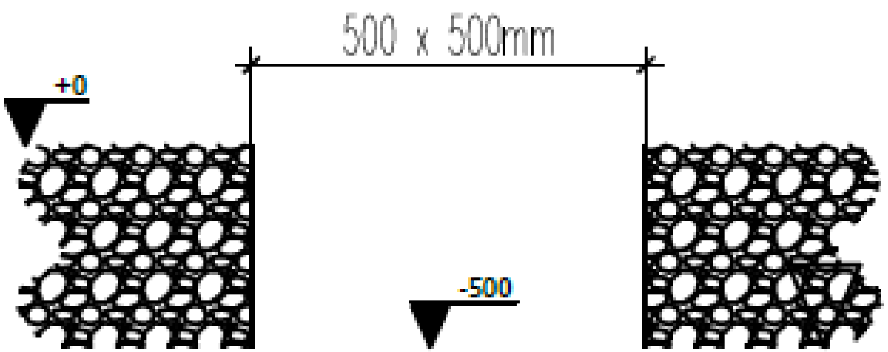


## Foundation Layout East Dagon Plant




Location discharging

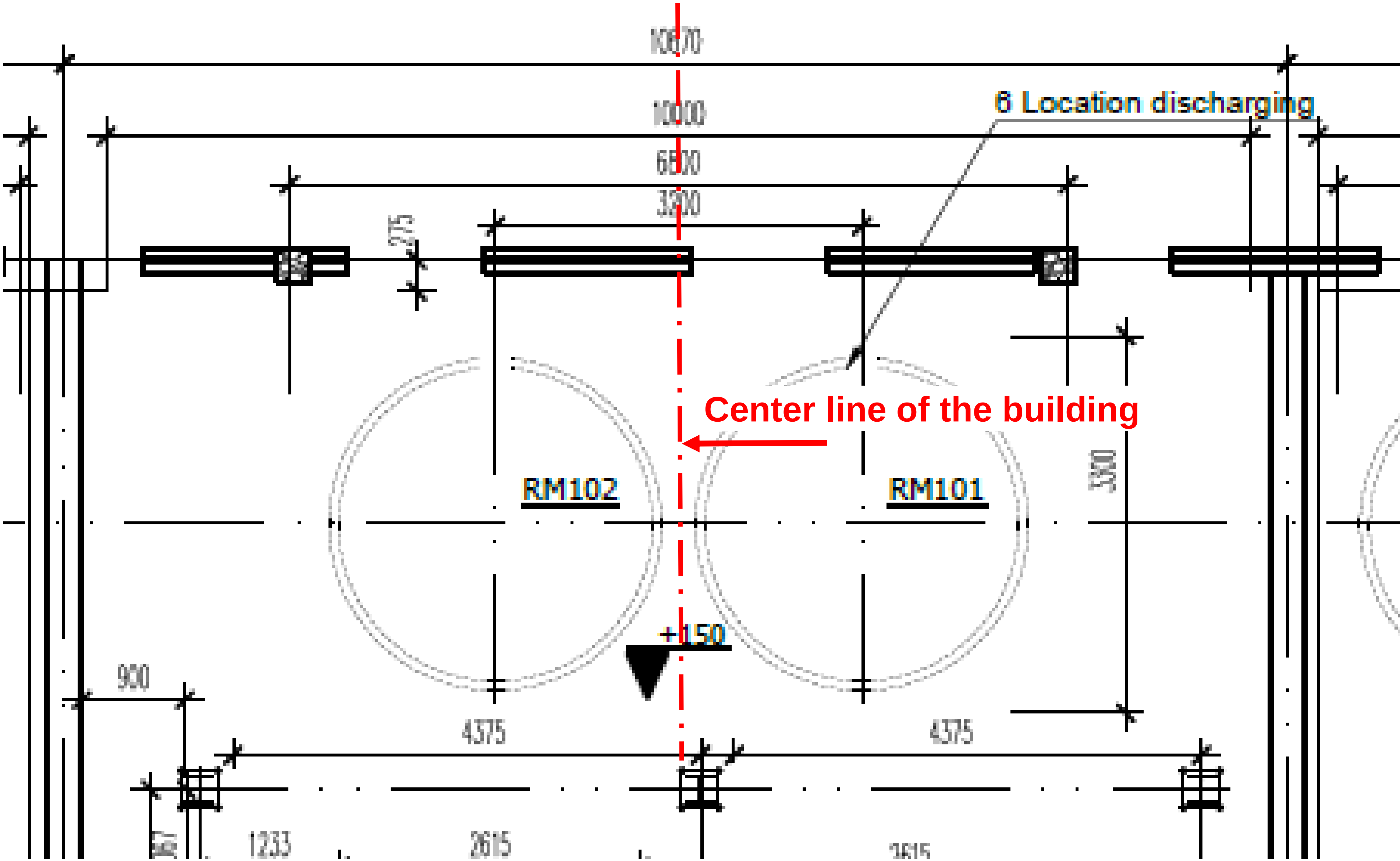
Or Drain pipe outlet




Collection pit

# Foundation Layout East Dagon Plant

**Special attention for tanks foundation in the center**



## Question 9(d) - Goods to be produced / services to be rendered annually

**USD**

| Name of the Products | Amount to be Produced (Metric Ton) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
| MasterPozzolith R 148 | 567 | 1,029 | 1,432 | 1,874 | 2,398 | 2,700 | 3,085 | 3,490 | 4,208 | 5,021 |
| MasterPozzolith Rheobuild 561 | 613 | 1,543 | 1,910 | 2,603 | 3,198 | 3,665 | 4,113 | 4,487 | 4,951 | 5,523 |
| MasterGlenium SKY 8761 | 279 | 514 | 773 | 937 | 1,259 | 1,302 | 1,440 | 1,645 | 1,980 | 2,310 |
| **Total Volume (Metric tons)** | **1,459** | **3,086** | **4,116** | **5,415** | **6,855** | **7,667** | **8,637** | **9,622** | **11,139** | **12,853** |

| Name of the Products | Sale Price (USD)/Per Metric Ton | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
| MasterPozzolith R 148 | 322.44 | 429.68 | 450.00 | 455.98 | 479.82 | 482.66 | 474.43 | 466.08 | 462.22 | 462.14 |
| MasterPozzolith Rheobuild 561 | 520.10 | 693.08 | 725.86 | 735.50 | 773.95 | 778.54 | 765.25 | 751.79 | 745.57 | 745.44 |
| MasterGlenium SKY 8761 | 1,500.00 | 1,998.88 | 2,093.42 | 2,121.24 | 2,232.13 | 2,245.35 | 2,207.04 | 2,168.20 | 2,150.28 | 2,149.89 |
| | | | | | | | | | | |

| Name of the Products | Total Sale Value (USD) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
| MasterPozzolith R 148 | 182,789.64 | 441,943.25 | 644,577.44 | 854,658.96 | 1,150,785.61 | 1,303,375.56 | 1,463,456.44 | 1,626,507.70 | 1,945,136.48 | 2,320,268.56 |
| MasterPozzolith Rheobuild 561 | 319,009.51 | 1,069,290.50 | 1,386,282.62 | 1,914,689.22 | 2,474,976.61 | 2,853,205.68 | 3,147,432.89 | 3,373,172.36 | 3,691,212.89 | 4,116,886.39 |
| MasterGlenium SKY 8761 | 418,201.27 | 1,027,966.25 | 1,619,239.94 | 1,987,948.82 | 2,810,580.78 | 2,923,396.06 | 3,177,085.69 | 3,567,092.48 | 4,258,272.90 | 4,965,219.29 |
| **Total Sales** | **920,000** | **2,539,200** | **3,650,100** | **4,757,297** | **6,436,343** | **7,079,977** | **7,787,975** | **8,566,773** | **9,894,622** | **11,402,374** |

## Question 9(d) - Goods to be produced / services to be rendered annually

**Myanmar Kyats**

| Name of the Products | Amount to be Produced (Metric Ton) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
| MasterPozzolith R 148 | 567 | 1,029 | 1,432 | 1,874 | 2,398 | 2,700 | 3,085 | 3,490 | 4,208 | 5,021 |
| MasterPozzolith Rheobuild 561 | 613 | 1,543 | 1,910 | 2,603 | 3,198 | 3,665 | 4,113 | 4,487 | 4,951 | 5,523 |
| MasterGlenium SKY 8761 | 279 | 514 | 773 | 937 | 1,259 | 1,302 | 1,440 | 1,645 | 1,980 | 2,310 |
| **Total Volume (Metric tons)** | **1,459** | **3,086** | **4,116** | **5,415** | **6,855** | **7,667** | **8,637** | **9,622** | **11,139** | **12,853** |

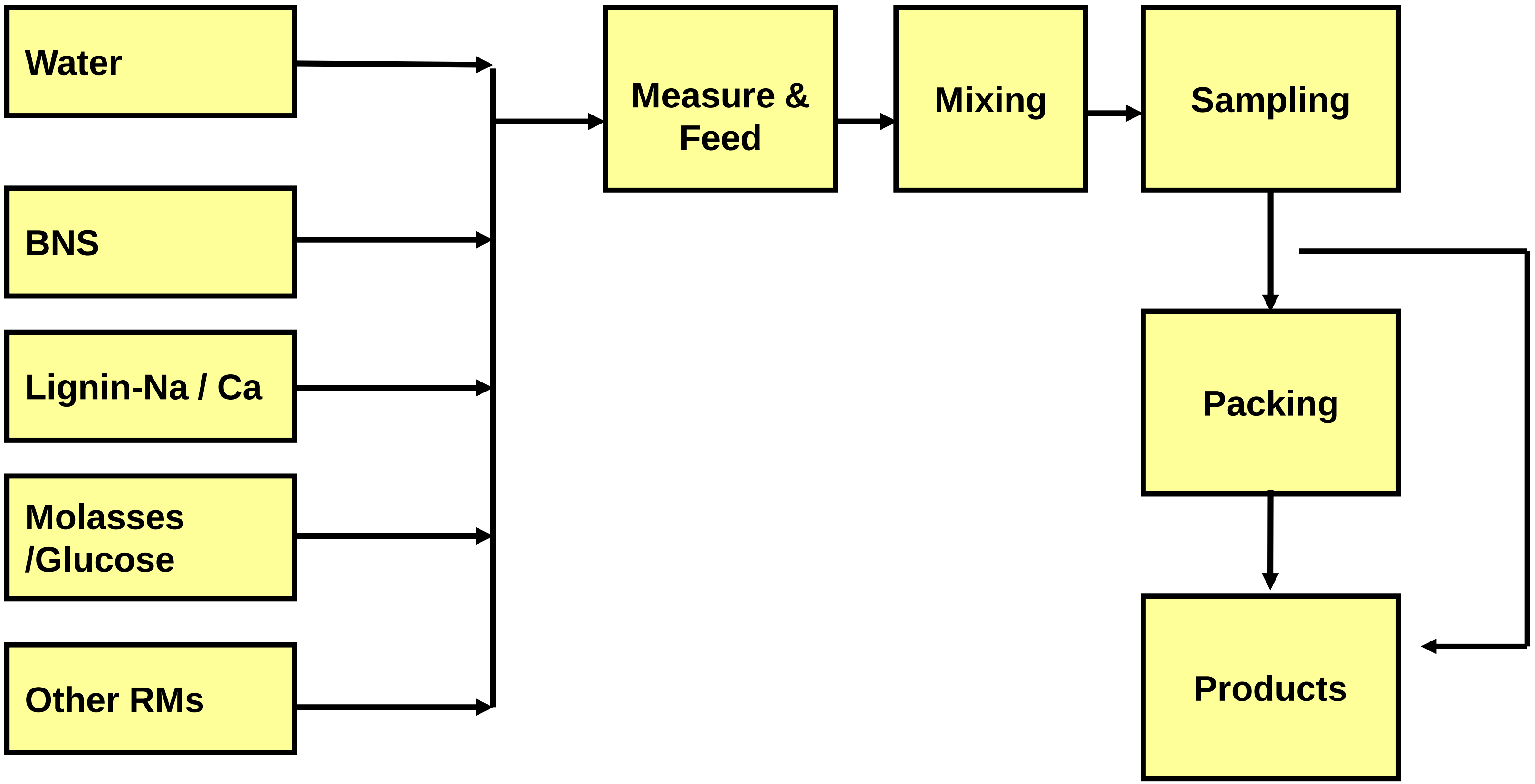
| Name of the Products | Sale Price (MMK)/Per Metric Ton | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
| MasterPozzolith R 148 | 435,294.00 | 580,066.93 | 607,502.24 | 615,574.70 | 647,756.02 | 651,591.31 | 640,474.57 | 629,204.22 | 624,001.69 | 623,888.90 |
| MasterPozzolith Rheobuild 561 | 702,135.00 | 935,655.66 | 979,909.17 | 992,930.16 | 1,044,839.05 | 1,051,025.43 | 1,033,093.98 | 1,014,914.76 | 1,006,523.01 | 1,006,341.07 |
| MasterGlenium SKY 8761 | 2,025,000.00 | 2,698,487.77 | 2,826,117.58 | 2,863,670.92 | 3,013,379.30 | 3,031,221.20 | 2,979,505.81 | 2,927,075.84 | 2,902,873.52 | 2,902,348.80 |
| | | | | | | | | | | |

| Name of the Products | Total Sales (MMK) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
| MasterPozzolith R 148 | 246,766,017.37 | 596,623,389.31 | 870,179,543.35 | 1,153,789,591.22 | 1,553,560,570.46 | 1,759,557,007.06 | 1,975,666,199.43 | 2,195,785,388.34 | 2,625,934,246.74 | 3,132,362,559.12 |
| MasterPozzolith Rheobuild 561 | 430,662,833.80 | 1,443,542,169.61 | 1,871,481,538.67 | 2,584,830,452.50 | 3,341,218,429.05 | 3,851,827,668.51 | 4,249,034,405.67 | 4,553,782,685.71 | 4,983,137,407.16 | 5,557,796,624.78 |
| MasterGlenium SKY 8761 | 564,571,717.59 | 1,387,754,441.08 | 2,185,973,917.98 | 2,683,730,906.27 | 3,794,284,050.49 | 3,946,584,679.43 | 4,289,065,685.40 | 4,815,574,845.50 | 5,748,668,418.18 | 6,703,046,042.02 |
| **Total Sales** | **1,242,000,569** | **3,427,920,000** | **4,927,635,000** | **6,422,350,950** | **8,689,063,050** | **9,557,969,355** | **10,513,766,291** | **11,565,142,920** | **13,357,740,072** | **15,393,205,226** |

Income Statement
Currency in United States Dollars

| | Y1 | Y2 | Y3 | Y4 | Y5 | Y6 | Y7 | Y8 | Y9 | Y10 |
|---|---|---|---|---|---|---|---|---|---|---|
| Local Sales | 920,000 | 2,539,200 | 3,650,100 | 4,757,297 | 6,436,343 | 7,079,977 | 7,787,975 | 8,566,773 | 9,894,622 | 11,402,374 |
| Export Sales | | | | | | | | | | |
| Total Net Sales | 920,000 | 2,539,200 | 3,650,100 | 4,757,297 | 6,436,343 | 7,079,977 | 7,787,975 | 8,566,773 | 9,894,622 | 11,402,374 |
| Commercial Tax (5%) | 46,000 | 126,960 | 182,505 | 237,865 | 321,817 | 353,999 | 389,399 | 428,339 | 494,731 | 570,119 |
| Total Net Sales exclusive of Commercial Tax | 920,000 | 2,539,200 | 3,650,100 | 4,757,297 | 6,436,343 | 7,079,977 | 7,787,975 | 8,566,773 | 9,894,622 | 11,402,374 |
| Cost of Raw Material & Packing Material | (625,600) | (1,726,656) | (2,445,567) | (3,187,389) | (4,183,623) | (4,601,985) | (5,140,064) | (5,739,738) | (6,728,343) | (7,753,614) |
| Factory Overhead Expenses | (448,155) | (508,366) | (606,281) | (753,076) | (869,149) | (943,961) | (1,072,504) | (1,209,415) | (1,353,413) | (1,559,795) |
| Total COGS | (1,073,755) | (2,235,022) | (3,051,848) | (3,940,465) | (5,052,772) | (5,545,946) | (6,212,568) | (6,949,152) | (8,081,756) | (9,313,409) |
| Gross Profit | (153,755) | 304,178 | 598,252 | 816,832 | 1,383,571 | 1,534,031 | 1,575,407 | 1,617,620 | 1,812,866 | 2,088,965 |
| Expenses | | | | | | | | | | |
| Administrative Expenses | (185,337) | (177,339) | (211,764) | (239,783) | (280,359) | (301,385) | (324,115) | (348,995) | (395,171) | (436,823) |
| Selling & Distribution Expenses | (50,140) | (75,622) | (97,073) | (122,463) | (149,931) | (163,459) | (179,910) | (197,761) | (220,047) | (246,912) |
| Total Expenses | (235,477) | (252,961) | (308,837) | (362,246) | (430,291) | (464,844) | (504,025) | (546,756) | (615,218) | (683,735) |
| **Income before CSR and Income Tax** | (389,232) | 51,217 | 289,415 | 454,586 | 953,280 | 1,069,187 | 1,071,382 | 1,070,864 | 1,197,649 | 1,405,230 |
| **CSR (1% of net profit before tax)** | 2,919 | (384) | (2,171) | (3,409) | (7,150) | (8,019) | (8,035) | (8,031) | (8,982) | (10,539) |
| **Income after CSR** | (386,313) | 50,833 | 287,244 | 451,177 | 946,130 | 1,061,168 | 1,063,347 | 1,062,833 | 1,188,666 | 1,394,691 |
| Income Tax | 97,308 | (12,804) | (72,354) | (113,647) | (238,320) | (267,297) | (267,846) | (267,716) | (299,412) | (351,308) |
| Net Profit after Income Tax | (289,005) | 38,028 | 214,890 | 337,530 | 707,810 | 793,871 | 795,501 | 795,117 | 889,254 | 1,043,383 |

# Production Flow Chart: Admixture concrete



# Finished product










Date: 4 September 2017

Chairman
Myanmar Investment Commission
No. 1, Thit Sar Road, Yankin Township
Yangon, the Republic of the Union of Myanmar

**RE: APPROVAL FOR USE OF TRADEMARKS**

Your Excellency,

1. We, BASF South East Asia Pte Ltd (Unique Entity No. 197801536N)("**BASF SEA**"), a company incorporated under the laws of Singapore, together with our affiliate, BASF (Thai) Ltd. (Company Registration Number 040559004737), a company incorporated under the laws of Thailand, intend to invest in production, supply and sale of construction chemicals in Myanmar and to provide technical support and consultancy support related to such production, supply and sale to distributors and business partners in Myanmar ("**Proposed Investment**"). To that end, we will be incorporating a company under the name BASF Myanmar Manufacturing Company Ltd., or such other name as may be approved by the Companies Registration Office ("**BASF MM**").

2. The names of the products to be produced under the Proposed Investment are (i) MasterPozzolith R 148, (ii) MasterPozzolith Rheobuild 561, and (iii) Master Glenium SKY 8761. We, BASF SEA hereby confirm that we are the owner of the trademarks to be used in relation to these 3 products, and that we consent to BASF MM's use of these trademarks.

3. Thank you and please let us know if any clarifications are required in respect of the above.

Yours Sincerely,

Arnold de Silva

(For and On behalf of)
BASF South East Asia Pte Ltd

**Amenities Requirements for 10 Years**

| Annual Requirement (UOM) | Y1 | Y2 | Y3 | Y4 | Y5 | Y6 | Y7 | Y8 | Y9 | Y10 |
|---|---|---|---|---|---|---|---|---|---|---|
| Fuel requirement in litres | 5,280 | 5,808 | 5,808 | 5,808 | 6,098 | 6,403 | 6,723 | 7,060 | 7,413 | 7,783 |
| Electricity requirement in kw/hr | 90,000 | 108,000 | 129,600 | 155,520 | 171,072 | 188,179 | 206,997 | 227,697 | 250,467 | 275,513 |
| Water requirement in litres | 1,864,600 | 2,627,040 | 3,084,140 | 3,833,190 | 4,389,003 | 5,025,408 | 5,754,092 | 6,588,435 | 7,543,759 | 8,637,604 |

| Monthly Requirement | Y1 | Y2 | Y3 | Y4 | Y5 | Y6 | Y7 | Y8 | Y9 | Y10 |
|---|---|---|---|---|---|---|---|---|---|---|
| Fuel (Diesel) | 440 | 484 | 484 | 484 | 508 | 534 | 560 | 588 | 618 | 649 |
| Electricity | 7,500 | 9,000 | 10,800 | 12,960 | 14,256 | 15,682 | 17,250 | 18,975 | 20,872 | 22,959 |
| Water Requirement | 155,383 | 218,920 | 257,012 | 319,433 | 365,750 | 418,784 | 479,508 | 549,036 | 628,647 | 719,800 |

| Daily Requirement (365 days per year) | Y1 | Y2 | Y3 | Y4 | Y5 | Y6 | Y7 | Y8 | Y9 | Y10 |
|---|---|---|---|---|---|---|---|---|---|---|
| Fuel (Diesel) | 14.47 | 15.91 | 15.91 | 15.91 | 16.71 | 17.54 | 18.42 | 19.34 | 20.31 | 21.32 |
| Electricity | 246.58 | 295.89 | 355.07 | 426.08 | 468.69 | 515.56 | 567.12 | 623.83 | 686.21 | 754.83 |
| Water Requirement | 5,108.49 | 7,197.37 | 8,449.70 | 10,501.89 | 12,024.66 | 13,768.24 | 15,764.64 | 18,050.51 | 20,667.83 | 23,664.67 |

Date 8 August 2017

Chairman
Myanmar Investment Commission
No. 1, Thit Sar Road, Yankin Township
Yangon, the Republic of the Union of Myanmar

**RE: UNDERTAKING TO PROVIDE SOCIAL SECURITY AND WELFARE FOR EMPLOYEES**

Your Excellency,

1. We, BASF (Thai) Ltd. (Company Registration Number 040559004737), a company incorporated under the laws of Thailand, together with our affiliate BASF South East Asia Pte Ltd (Unique Entity No. 197801536N), a company incorporated under the laws of Singapore, intend to invest in production, supply and sale of construction chemicals and chemical products, and provide technical support and consultancy support related to such production, supply and sale to distributors and business partners in Myanmar ("**Proposed Investment**"). To that end, we will be incorporating a company under the name BASF Myanmar Manufacturing Company Ltd., or such other name as may be approved by the Companies Registration Office ("**BASF MM**").

2. In that regard, we have submitted an application to the Myanmar Investment Commission ("**MIC**") for an investment permit for BASF MM under Myanmar Investment Law 2016, dated 8 August 2017.

3. In support of our application, we hereby declare that we have the following necessary arrangements for the welfare of the employees of BASF MM, as elaborated in the paragraphs below.

4. BASF MM will contribute to the Social Security Scheme in Myanmar in accordance with the applicable social security laws in Myanmar and will also comply with all mandatory statutory benefits that are to be accorded to the employees under the laws of Myanmar.

**Remuneration Scheme**

5. We will be providing our employees with adequate remuneration for work done, above and over the minimum wage requirements prescribed by all applicable laws, particularly:

    i. employees will be paid at an overtime rate of one and half times their hourly wages for any overtime work beyond eight hours of working a day;

    ii. employees will be paid at an overtime rate of two times their hourly wages for any work done on a weekend or a public holiday; and

    iii. employees will be given out annual bonuses of at least one month salary for employees with one or more year of employment with BASF MM.

6. Furthermore, to ensure workers are well-informed of their remuneration, we will provide our employees with monthly pay slips and ensure that payment of their salary is made on time.

**Employee Safety**

7. Additionally, to ensure that the employees' safety and well-being are taken care of at the work place, we will have in place:

    i. safety precautions, evacuation procedures, and safety officers on duty;

    ii. proper and adequate personal protective equipment (PPE) for every employee on our operational site;

## Numbers Personnel Requirement

| NO | Designation | Year 1 Myanmar citizen | Year 1 Monthly salary ($) | Year 1 Annual salary ($) | Year 2 Myanmar citizen | Year 2 Monthly salary ($) | Year 2 Annual salary ($) | Year 3 Myanmar citizen | Year 3 Monthly salary ($) | Year 3 Annual salary ($) | Year 4 Myanmar citizen | Year 4 Monthly salary ($) | Year 4 Annual salary ($) | Year 5 Myanmar citizen | Year 5 Monthly salary ($) | Year 5 Annual salary ($) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| a | Senior management (managers, senior officials) | 1 | 7,800 | 93,600 | 1 | 8,580 | 102,960 | 1 | 9,438 | 113,256 | 1 | 10,382 | 124,582 | 1 | 11,420 | 137,040 |
| b | Other management level (except from senior management) | 2 | 1,700 | 20,400 | 2 | 1,870 | 22,440 | 2 | 2,057 | 24,684 | 3 | 2,263 | 27,152 | 3 | 2,489 | 29,868 |
| c | Technicians | 1 | 1,300 | 15,600 | 1 | 1,430 | 17,160 | 2 | 1,573 | 18,876 | 4 | 1,730 | 20,764 | 4 | 1,903 | 22,840 |
| d | Skill labor | 4 | 450 | 5,400 | 4 | 495 | 5,940 | 5 | 545 | 6,534 | 6 | 599 | 7,187 | 6 | 659 | 7,906 |
| e | Worker | 1 | 300 | 3,600 | 1 | 330 | 3,960 | 1 | 363 | 4,356 | 1 | 399 | 4,792 | 1 | 439 | 5,271 |
| | Total | 9 | 11,550 | 138,600 | 9 | 12,705 | 152,460 | 11 | 13,976 | 167,706 | 15 | 15,373 | 184,477 | 15 | 16,910 | 202,924 |

| NO | Designation | Year 6 Myanmar citizen | Year 6 Monthly salary ($) | Year 6 Annual salary ($) | Year 7 Myanmar citizen | Year 7 Monthly salary ($) | Year 7 Annual salary ($) | Year 8 Myanmar citizen | Year 8 Monthly salary ($) | Year 8 Annual salary ($) | Year 9 Myanmar citizen | Year 9 Monthly salary ($) | Year 9 Annual salary ($) | Year 10 Myanmar citizen | Year 10 Monthly salary ($) | Year 10 Annual salary ($) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| a | Senior management (managers, senior officials) | 1 | 12,562 | 150,744 | 1 | 13,818 | 165,818 | 1 | 15,200 | 182,400 | 1 | 16,720 | 200,640 | 1 | 18,392 | 220,704 |
| b | Other management level (except from senior management) | 3 | 2.738 | 32.854 | 4 | 3.012 | 36.140 | 4 | 3.313 | 39.754 | 4 | 3.644 | 43.729 | 4 | 4.009 | 48.102 |
| c | Technicians | 5 | 2,094 | 25,124 | 6 | 2,303 | 27,636 | 6 | 2,533 | 30,400 | 6 | 2,787 | 33,440 | 6 | 3,065 | 36,784 |
| d | Skill labor | 6 | 725 | 8,697 | 6 | 797 | 9,566 | 6 | 877 | 10,523 | 6 | 965 | 11,575 | 6 | 1,061 | 12,733 |
| e | Worker | 2 | 483 | 5,798 | 2 | 531 | 6,378 | 2 | 585 | 7,015 | 3 | 643 | 7,717 | 3 | 707 | 8,489 |
| | Total | 17 | 18,601 | 223,217 | 19 | 20,462 | 245,538 | 19 | 22,508 | 270,092 | 20 | 24,758 | 297,101 | 20 | 27,234 | 326,812 |

| NO | Designation | Year 1 Myanmar citizen | Year 1 Monthly salary (MMK) | Year 1 Annual salary (MMK) | Year 2 Myanmar citizen | Year 2 Monthly salary (MMK) | Year 2 Annual salary (MMK) | Year 3 Myanmar citizen | Year 3 Monthly salary (MMK) | Year 3 Annual salary (MMK) | Year 4 Myanmar citizen | Year 4 Monthly salary (MMK) | Year 4 Annual salary (MMK) | Year 5 Myanmar citizen | Year 5 Monthly salary (MMK) | Year 5 Annual salary (MMK) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| a | Senior management (managers, senior officials) | 1 | 10,530,000 | 126,360,000 | 1 | 11,583,000 | 138,996,000 | 1 | 12,741,300 | 152,895,600 | 1 | 14,015,430 | 168,185,160 | 1 | 15,416,973 | 185,003,676 |
| b | Other management level (except from senior management) | 2 | 2.295.000 | 27.540.000 | 2 | 2.524.500 | 30.294.000 | 2 | 2.776.950 | 33.323.400 | 3 | 3.054.645 | 36.655.740 | 3 | 3.360.110 | 40.321.314 |
| c | Technicians | 1 | 1,755,000 | 21,060,000 | 1 | 1,930,500 | 23,166,000 | 2 | 2,123,550 | 25,482,600 | 4 | 2,335,905 | 28,030,860 | 4 | 2,569,496 | 30,833,946 |
| d | Skill labor | 4 | 607,500 | 7,290,000 | 4 | 668,250 | 8,019,000 | 5 | 735,075 | 8,820,900 | 6 | 808,583 | 9,702,990 | 6 | 889,441 | 10,673,289 |
| e | Worker | 1 | 405,000 | 4,860,000 | 1 | 445,500 | 5,346,000 | 1 | 490,050 | 5,880,600 | 1 | 539,055 | 6,468,660 | 1 | 592,961 | 7,115,526 |
| | Total | 9 | 15,592,500 | 187,110,000 | 9 | 17,151,750 | 205,821,000 | 11 | 18,866,925 | 226,403,100 | 15 | 20,753,618 | 249,043,410 | 15 | 22,828,979 | 273,947,751 |

| NO | Designation | Year 6 Myanmar citizen | Year 6 Monthly salary (MMK) | Year 6 Annual salary (MMK) | Year 7 Myanmar citizen | Year 7 Monthly salary (MMK) | Year 7 Annual salary (MMK) | Year 8 Myanmar citizen | Year 8 Monthly salary (MMK) | Year 8 Annual salary (MMK) | Year 9 Myanmar citizen | Year 9 Monthly salary (MMK) | Year 9 Annual salary (MMK) | Year 10 Myanmar citizen | Year 10 Monthly salary (MMK) | Year 10 Annual salary (MMK) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| a | Senior management (managers, senior officials) | 1 | 16,958,670 | 203,504,044 | 1 | 18,654,537 | 223,854,448 | 1 | 20,519,991 | 246,239,893 | 1 | 22,571,990 | 270,863,882 | 1 | 24,829,189 | 297,950,270 |
| b | Other management level (except from senior management) | 3 | 3.696.120 | 44.353.445 | 4 | 4.065.732 | 48.788.790 | 4 | 4.472.306 | 53.667.669 | 4 | 4.919.536 | 59.034.436 | 4 | 5.411.490 | 64.937.879 |
| c | Technicians | 5 | 2,826,445 | 33,917,341 | 6 | 3,109,090 | 37,309,075 | 6 | 3,419,999 | 41,039,982 | 6 | 3,761,998 | 45,143,980 | 6 | 4,138,198 | 49,658,378 |
| d | Skill labor | 6 | 978,385 | 11,740,618 | 6 | 1,076,223 | 12,914,680 | 6 | 1,183,846 | 14,206,148 | 6 | 1,302,230 | 15,626,762 | 6 | 1,432,453 | 17,189,439 |
| e | Worker | 2 | 652,257 | 7,827,079 | 2 | 717,482 | 8,609,786 | 2 | 789,230 | 9,470,765 | 3 | 868,153 | 10,417,842 | 3 | 954,969 | 11,459,626 |
| | Total | 17 | 25,111,877 | 301,342,526 | 19 | 27,623,065 | 331,476,779 | 19 | 30,385,371 | 364,624,457 | 20 | 33,423,909 | 401,086,902 | 20 | 36,766,299 | 441,195,592 |

Estimate Costs for the Outsourced

| | | | USD | | MMK | |
|---|---|---|---|---|---|---|
| Outsource | | Equivalent to headcount | Estimate Cost/Month | Estimate Cost/Year | Estimate Cost/Month | Estimate Cost/Year |
| 1 | Finance & accounting | 2 | 1,666.67 | 20,000 | 2,250,000 | 27,000,000 |
| 2 | Audit firm | 1 | 1,666.67 | 20,000 | 2,250,000 | 27,000,000 |
| 3 | Legal consulting | 1 | 1,666.67 | 20,000 | 2,250,000 | 27,000,000 |
| 4 | HR - administrator | 1 | 690.00 | 8,280 | 931,500 | 11,178,000 |
| 5 | Guard and security | 2 | 1,150.00 | 13,800 | 1,552,500 | 18,630,000 |
| 6 | Housekeeping | 2 | 1,150.00 | 13,800 | 1,552,500 | 18,630,000 |
| 7 | Driver | 2 | 1,150.00 | 13,800 | 1,552,500 | 18,630,000 |
| | **Total** | **11** | | **109,680** | | **148,068,000** |
| | | | | | | |
| | | | | | | |
| *For Initial Year's estimate only | | | | | | |

Chairman
Myanmar Investment Commission
No.1, Thitsar Road
Yankin Township, Yangon

Dear Sir, Date: 7 September 2017

**UNDERTAKING LETTER IN RELATION TO GUIDELINES FROM THE MYANMAR INVESTMENT COMMISSION ONE STOP SERVICE ("MIC OSS")**

**A. The Investment**

1. We refer to our submission of an investment proposal under Section 36 of the Myanmar Investment Law (2016) to undertake the manufacturing and sale of construction chemicals (the "**Proposed Investment**") through a newly incorporated company in Myanmar, to be called BASF Myanmar Manufacturing Company Limited (the "**Company**").

**B. Undertaking**

2. We understand from the letter from the MIC OSS (Ref No. MaYaKa-3/Kha-004/2017 (019)) dated 29 August 2017, to provide us with the following guidelines on the Proposed Investment:-

   (i) to use 1% of the net profits of the Company for corporate social responsibility (CSR);

   (ii) in accordance with Paragraphs 45 and 46 of the Environmental Impact Assessment Procedures issued under the Environmental Conservation Law (the "**EIA Procedures**"), to obtain the approval from the Ministry of Natural Resources and Environmental Conservation (the "**MNREC**") in relation to the appointment of the third party service provider prior to carrying out the Environmental Impact Assessment (the "**EIA**");

   (iii) to submit the scoping report to the MNREC and obtain the necessary confirmation from the MNREC in accordance with Paragraphs 47 to 54 of the EIA Procedures;

   (iv) to undertake an EIA in accordance with Paragraph 49 and Paragraph 63 of the EIA Procedures and submit the EIA report to the MNREC;

   (v) to undertake and submit an Environmental Management Plan; and

   (vi) to abide by the requirements of the Environmental Conservation Law, the Environmental Conservation Rules, the EIA Procedures and the National Environmental Quality (Emission) Guidelines issued under the Environmental Conservation Law.

3. We hereby undertake that the Company will abide by the above-mentioned guidelines in proceeding with the Proposed Investment. We look forward to receiving the MIC's approval for our Proposed Investment.

Yours faithfully,

Naree Wongmanee
Promoter

Chairman
Myanmar Investment Commission
No. 1, Thit Sar Road, Yankin Township
Yangon, the Republic of the Union of Myanmar

**RE: UNDERTAKING TO MINIMISE ENVIRONMENTAL IMPACT**

Your Excellency,

1. We, BASF (Thai) Ltd. (Company Registration Number 0105509004737), a company incorporated under the laws of Thailand, together with our affiliate BASF South East Asia Pte Ltd. (Unique Entity No. 197801536N), a company incorporated under the laws of Singapore, intend to invest in production, supply and sale of construction chemicals and chemical products, and provide technical support and consultancy support related to such production, supply and sale to distributors and business partners in Myanmar ("**Proposed Investment**"). To that end, we will be incorporating a company under the name BASF Myanmar Manufacturing Company Ltd., or such other name as may be approved by the Companies Registration Office ("**BASF MM**").

2. In that regard, we have submitted an application to the Myanmar Investment Commission ("**MIC**") for an investment permit for BASF MM under the Myanmar Investment Law 2016, dated 8 August 2017.

3. In support of our application, we hereby declare that the Proposed Investment will not have any significant environmental impacts, and that BASF MM will exercise due care and caution to address any environmental impacts which may arise over the course of the Proposed Investment. Additionally, we will undertake to ensure that BASF MM faithfully undertakes to carry out the following:

   a. BASF MM will comply with any applicable environmental protection laws and regulations of Myanmar, including if necessary, the implementation of an Environmental Management and Monitoring Plan;

   b. BASF MM will apply internationally recognised standards of environmental protection practices and management measures in its implementation of the Proposed Investment;

   c. BASF MM will put in place proper management and treatment systems to systematically collect and dispose of any waste, trade effluents and other discharges released in the course of the activities related to the Proposed Investment; and

   d. BASF MM will minimise any environmental impacts caused by the Proposed Investment and will have in place environmental mitigation measures.

4. In addition, we are willing to engage an external environmental consultant to undertake an environmental impact assessment at the Proposed Investment's sites if instructed by MIC to do so.

5. Thank you and please let us know if any clarifications are required in respect of the above.

Yours Sincerely,

Naree Wongmanee
Director
BASF (Thai) Ltd.

Global EHS Leadership Team

# Global Requirement

EHS Governance & Global Support

BASF
We create chemistry

# Environmental Protection
# Air, Water, Waste, and Noise
# G-R-ENV 001

| | |
|---|---|
| **Approval Body** | Global EHS Leadership Team |
| **Challenger Forum** | MCSC, ESMT, RSOC SA, Lenkungskreis Produktion, RSOC AP |
| **Target Groups** | Operations (Heads of Operating Divisions, Plant Managers), Functions (EHS Organization), Region (Managing Directors) |
| **Latest Review** | February 2017, Revision 1 |
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| **Supersedes** | G-G-ENV 001 EN, G-R-ENV 030 EN M |
| **Responsible for Document** | EHS Governance & Global Support |
| **Superior Document** | G-PY-EHS 001 |
| **Published** | Global EHS Database |
| **Rule Base Code** | FE_R1_1_3_0_0_EN |
| **Contact Person** | Harms, Guido – FE/GE |

**INTERNAL**

# Contents

# 1 Environmental Protection Requirements

## 1.1 Rationale

All BASF activities or activities performed on behalf of BASF in terms of EHS are governed by the BASF Responsible Care Management System (RCMS). These Group Requirements define BASF's Environmental Protection performance based on the expectations of the RCMS code Environmental Protection (see BASF Global Policy on Responsible Care Management G-PY-EHS 001). The general objective of BASF's Environmental Protection effort is to minimize the impact of our operations on people and on the environment. BASF is committed to operating its facilities in a responsible manner, protecting the environment by reducing emissions to air, water and soil and by producing less waste as well as by promoting environmentally friendly waste management practices. BASF operates in a way that respects our natural resources.

## 1.2 Definitions

**Environmental Protection** includes all activities necessary to identify impacts on the environment and to implement necessary technical, operational and administrative measures to control and to minimize these impacts.

**Environmental Protection Management** includes compliance with national and local environmental laws and regulations and the implementation of Responsible Care principles.

It also includes:

- Planning of how to minimize environmental impact
- Environmental protection operations (including local efforts), especially those supporting the achievement of BASF's Global Goals
- Documentation, data collection and analysis via BASF's Responsible Care Report
- Responsible Care Audits (see G-R-AUD 001 "Responsible Care Audits") as well as management review processes.

## 1.3 Target Groups Responsibilities

The **Managing Director** is accountable regarding compliance with national and local laws and regulations.

The **Plant Manager** is responsible for monitoring the impact of the plant/facility on the environment caused by waste, air, water and noise emissions as well as complying with plant-/facility-specific regulations, permits and BASF Requirements.

The **EHS Function** is consulted by the Site Manager / Plant Manager. She/he supports in matters concerning the interface with authorities, works council and other institutions regarding environmental issues, monitors local laws and regulations and BASF Requirements and proposes measures that ensure environmental compliance and performance expectations are being met.

The **Head of Operating Division** shall be informed regarding:

- Environmental technologies and practices used to manage and mitigate all impacts of the operations
- Strategies and actions necessary to achieve environmental sustainability targets and ensure continuous improvement based on BASF Group Global Goals

The **Site Manager** has overall responsibility for the management of environmental protection at a site, including:

- Compliance with environmental laws and regulations, including the delegation of responsibilities

- Identification of the environmental impact of site-specific sources
- Implementation of control technologies and practices to properly manage the environmental impact
- Monitoring of environmental performance including monitoring of emissions from the site
- Development and implementation of local environmental procedures, as necessary, based on global and regional BASF rules, standards and requirements.
- Documentation of emissions according to the BASF EHS Requirements for Reporting
- Training of employees
- Assessing the effectiveness of the environmental protection management system (management review)
- Setting targets for prevention and minimization of the impact on the environment

## 1.4 Air Pollutants, Greenhouse Gases, Water, Waste and Noise Emissions

**General Requirements**

- At BASF sites, all emissions are in compliance with national and local regulations and permit authorizations.
- BASF Reference values serve as indicators for a global minimum environmental standard (air, water) or best practice technologies (greenhouse gases).
- Values exceeding BASF group reference values ("outliers", see G-GD-ENV 105) shall be identified, documented and available upon request including permitted emission limits and technical and environmental boundary conditions.
- Investment projects are assessed against BASF group reference values.
- Emissions are documented annually in the Responsible Care Data Base in accordance with definitions and criteria available in the EHS Requirement for Reporting.
- Adequate targets for the prevention and minimization of the impact on the environment and to continuously improve our EHS performance are defined.

### 1.4.1 Air Pollutants

Avoiding the release of potentially harmful emissions is a special focus, including ozone depleting substances, heavy metals, chlorinated organic substances, persistent organic substances and carcinogenic organic substances.

**General Rules**

- At production sites, an air emission inventory per plant and per outlet is available.
- The inventory of air emissions identifies point, diffuse and fugitive sources, emissions by pollutant, based on source test, monitoring, material balance, emission factors or other appropriate emission calculation or estimation technique (see guidance document "Inventory of air, wastewater, waste, and noise emissions").
- At production sites technical and process data (e.g., source, height, diameter, concentration, volume flow) for all point sources is readily available.
- Waste gas treatment facilities such as thermal oxidizers, flares, gas scrubbers, muffles, filters, etc. are properly maintained based on good engineering practice or manufacturer recommendation.
- At production sites, operating procedures describe the treatment of process waste gas streams and contain measures for cases of malfunction.
- If an external impact is expected, odor emissions are monitored and assessed, independent of existing emission limit values to minimize a negative impact on the surrounding community.

#### 1.4.2 Greenhouse Gases

There are no additional requirements

#### 1.4.3 Water and Wastewater

- If economically and environmentally reasonable, measures for reducing water consumption are considered and implemented.
- Wastewater comprises process wastewater, rinsing and cleaning water, cooling water, fire-fighting water, storm water and sanitary wastewater. Wastewater shall be treated in BASF-owned or third-party wastewater treatment plants or waste treatment plants (e.g., incineration). Direct discharge of wastewater without treatment is only allowed if applicable permits by competent authorities and controls are in place to prevent contamination.

**General Rules**

- At production facilities, wastewater treatment facilities including sewer systems are properly maintained based on good engineering practice. A current sewer map is available and the condition of the underground sewer system is inspected regularly and at least every 15 years (see guidance document “Sewer map and inspection”).
- Operational procedures describe adequate wastewater treatment. Measures to be taken in case of malfunctions of the wastewater treatment facilities are defined in writing.
- Emissions into receiving water bodies are regularly sampled/monitored.
- At production facilities, an inventory of relevant wastewater streams on plant level is available (see guidance document “Inventory of air, wastewater, waste, and noise emissions”).
- At production facilities, a Water Risk Assessment is available where applicable, including cooling water protection, firefighting water retention and management of spillages and leakages, process wastewater (scrubber, distillations), process wastewater from cleaning, surface water (potentially contaminated from sealed plant areas, secondary containments, pits, filling stations) and steam condensate (see guidance document “Water risk assessments”).
- At production facilities, a water balance is available including supply, usage and discharge (see guidance document “Water balance”).

#### 1.4.4 Waste

Waste is defined according to the globally valid Basel Convention (“substances or objects which are disposed of or are intended to be disposed of or are required to be disposed of by the provisions of national law”). Based on applicable laws, wastes shall be classified as hazardous or nonhazardous waste.

This Requirement applies to:

- All wastes generated in BASF facilities, including sludge, off-specification materials, returned or out-of-date products, contaminated packaging, mineral waste from demolition and excavation
- Wastes generated by third parties processed in BASF facilities

Not included are off-specification materials, returned or out-of-date products or other materials that do not have to be classified as waste if they fulfil relevant technical and legal requirements and can be sold in secondary markets. By-products are carefully differentiated from waste and handled taking into account special requirements in national and local laws.

**General Rules**

- The generation of waste shall be avoided or minimized wherever possible. Waste shall be disposed of in environmentally acceptable facilities. If waste is transferred to an authorized third party disposer, a shared responsibility for the waste and its proper disposal remains with BASF. Waste transportation companies shall comply with all relevant legal requirements and laws.
- To the extent it is technically and economically feasible, waste shall be managed based on the following hierarchy: reuse, recycle, energy recovery (e.g., waste-to-energy incinerators/cement kilns), other incineration, land disposal). Waste shall be collected and handled in a manner that facilitates this waste management hierarchy.
- Unless alternate, effective treatment methods for hazardous organic wastes are identified, these shall be incinerated.
- The least preferred option is land disposal such as above-ground landfills. Waste shall be disposed of exclusively in such authorized landfills where no negative impact on human health or on the environment is to be expected.
- An annual waste inventory as part of the waste management concept shall be available, including the composition, waste code classification and hazard properties of each relevant waste stream.
- Based on risk, third party treatment and disposal companies shall be periodically assessed to ensure compliance with regulatory requirements. The initial assessment shall be conducted as an on-site inspection by competent personnel.

#### 1.4.5 Noise

Noise emissions outside of BASF premises might lead to a negative reputation in the surrounding community. BASF management shall be aware of potential noise sources and the local requirements. It shall have an understanding of the impact of noise on the surrounding community and develop solutions to mitigate noise issues.

**General Rules**

- If an external impact is expected, noise emissions at the border of BASF sites are periodically screened by measurements or calculations, and the results are assessed and documented.
- Where applicable, a noise emission source inventory shall be available (see guidance document “Inventory of air, wastewater, waste, and noise emissions”).
- If necessary, a noise reduction plan is available.
- Technical noise sources, like ventilation systems, pumps, etc. are controlled and maintained on a regular basis.

# 2 Supplement

## 2.1 Overview of Revision

| Revision | Section | Short Description of Changes |
|---|---|---|
| 1 | All | New document |

## 2.2 Mandatory References

| | |
|---|---|
| G-PY-EHS 001 | Responsible Care Management System |
| G-R-AUD 001 | Responsible Care Audit |

## 2.3 Guidance Documents and Nonmandatory References

| | |
|---|---|
| G-GD-ENV 101 | Water Risk Assessments (in preparation) |
| G-GD-ENV 102 | Sewer Map and Inspection (in preparation) |
| G-GD-ENV 103 | Inventory of Air, Wastewater, Waste, and Noise Emissions (in preparation) |
| G-GD-ENV 104 | Water Balance (in preparation) |
| G-GD-ENV 105 | Reference Values for Wastewater, Air Emissions and Greenhouse Gases (in preparation) |

## 2.4 Abbreviations

| | |
|---|---|
| **EHS** | Environmental Protection, Health, and Safety |
| **RCMS** | Responsible Care Management System |

# BASF

## Construction Chemicals Division (EB)

## EHS Handbook

## Purpose

The purpose of this guideline is to:

- Identify the essential elements of the Responsible Care (RC) management system.
- Provide a framework for site managers to develop and improve their RC management system.
- Provide a basis for internal and external compliance audits.

## Scope

This guideline applies to site managers in □C □□□□

It covers all activities at site from R&D, through manufacture and distribution, to customer use and ultimate disposal of products and wastes for which the site is responsible.

Depending on the scope of the site activities some or all of the above mentioned elements need to be included in the respective site RC management system.

This guideline should be used to:

- Review site systems and procedures against the listed elements.
- Check that these elements are fully documented and implemented.
- Add missing elements where they are required and document reasons for those which are not required.

The expectations mentioned in each chapter are mandatory and will be checked during compliance audits.

# Disclaimer

The details presented in this pu□lication are □elie□ed to □e accurate at the date o□ pu□lication□

The exa□ples and in□or□ation pro□ided are □ased on the □no□ledge and experience o□ the □usiness Centre □HS Hu□ organi□ation and □□SF Group health, sa□et□ and en□iron□ental experts□The exa□ples and in□or□ation should □e interpreted □ith the understanding that although the□ ha□e □een pro□en success□ul at a □□SF location or region, si□ilar results □a□ not □e reali□ed at all □□SF locations or regions due to □ariations and di□□erences in culture, operations and□or application□ □ou are encouraged to re□ie□ the exa□ples and reco□□endations care□ull□ and then deter□ine a course o□ action that is appropriate □or □our □acilit□□

The □C tea□ shall endea□or to update this pu□lication to re□lect changes to current legislation and changes to □□SF standards□

# RC Code 0: Organization

This section o□the RC □anage□ent s□ste□ □ocuses on people and ho□ the□are organi□ed to deli□er their acti□ities□It contains re□uire□ents that are co□□on to all sites independent o□the respecti□e acti□ities□

## 0.1. Policy

The □C □□□ RC polic□state□ent □ust □e displa□ed at site and □e a□aila□le to all e□plo□ees and contractors□□ local RC polic□state□ent □a□supple□ent the □C polic□ state□ent□This should □e consistent □ith the co□pan□s positioning and o□□ecti□es □ut □a□ □ocus on speci□ic aspects o□□usiness acti□ities appropriate to the location□

**Expectations**

- □ ritten docu□ents on the RC polic□are a□aila□le to all e□plo□ees□
- The polic□is signed □e the Site Manager□
- The site□co□pan□has esta□lished a suita□le RC □anage□ent s□ste□ □ased on the corporate polic□containing necessar□procedures □or all Responsi□le Care codes□

### *0.1.1. Management Commitment, Visible Leadership*

Site □anage□ent □ust lead continual i□pro□e□ent in □HS per□or□ance and create a positi□e cli□ate □ith regard to □HS issues□Personal in□ol□e□ent is essential to □a□e this leadership □isi□le and to □aintain a high pro□ile□Leadership should include:

- □nsuring that □HS □anage□ent is seen as a line responsi□ilit□ to □e integrated into all aspects o□the □usiness□
- Re□uiring □HS per□or□ance and issues to □e a □e□ topic in all □usiness re□ie□ □eetings□
- Chairing regular □HS re□ie□s and ensuring that challenging i□pro□e□ent goals are esta□lished and achie□ed□
- Participating in all serious incident in□estigations and ensuring that actions □ill pre□ent a recurrence□
- Ma□ing regular personal inspection tours, o□ser□e e□plo□ees doing their □o□s, listen to the□, and as□the□ □or ideas □or i□pro□e□ent□

**Expectations**

- Site Management provides commitment and visible leadership in order to drive the process for successful practice.
- The implementation of site rules and procedures is systematically checked and documented.
- The site RC management system is subject to periodical management review.

### *0.1.2. Employees Participation*

All employees should be actively involved in all relevant aspects of EHS management. This may include the appointment of employees to specific roles within the management system, or as members of councils or committees. Employees appointed to these roles are expected to set a good example on all EHS matters by their personal behavior.
All site managers are required to consult regularly with their employees on EHS issues. This may be achieved either by setting up of a formal site safety committee or by regular site meetings involving all employees where EHS issues are communicated and discussed. The agenda and any outcomes from these meetings should be documented and made available to all employees.

**Expectations**

- A process is in place for employees to actively contribute their own ideas and involve themselves in EHS matters.
- The output of this process is documented and any actions arising are followed up.
- Employees' knowledge, skills and experience are taken into account when developing safe systems of work.

## 0.2. Responsibility, Accountability and Authority

Site managers are responsible for site EHS performance. They may appoint a site EHS manager who should report directly to them, irrespective of any other responsibility, and who has specific responsibility for the development and upkeep of the local RC management system.

The site EHS manager assists, but does not replace the responsibility of each site manager and line manager for the EHS aspects of their activity.

The site organizational structure shall be defined and documented by means of organizational charts to identify the key roles and reporting relationships. Any changes made should be documented. Job roles and descriptions should detail individual responsibilities and should highlight those which may be critical to EHS performance. Qualifications and job roles should be reviewed periodically.

Certain regulations and procedures require the designation of specific persons to have authority for activities such as signing permits, carrying out inspections, approving changes, certifying product according to regulatory law etc. The procedure for authorizing such people must be clearly documented and records of authorized persons maintained.

**Expectations**

- □HS responsibilities are allocated to the line functions (organization chart).
- □HS responsibilities and accountabilities are documented in job descriptions.
- The responsible managers have the required material, personnel and financial resources.
- Deputies are assigned for critical □HS roles and receive training to allow them to carry out these roles effectively.

## 0.3. Objectives

The general purpose of the management system is to ensure continuous improvement in performance and in avoidance of risks for people and the environment. In order to meet system requirements for efficiency and effectiveness, specific objectives need to be set, measured and communicated.

**Expectations**

- A target agreement system is implemented as a management tool.
- Written targets to improve safety and environmental protection are defined.
- Programs and measures to achieve the targets have been assigned to named employees.
- The fulfillment of the targets is regularly checked in management reviews.

## 0.4. Training

□uali□ication re□uire□ents □or all □HS-critical positions should □e de□ined and docu□ented□ Site □anagers □ust ensure that appropriatel□ □uali□ied and experienced people are selected to □eet the needs o□ their organi□ation and that necessar□ training is pro□ided□

Training □ust include core □o□ co□petenc□ in □HS re□uire□ents □or each and e□er□ role□ Training procedures □ust include the identi□ication o□ needs, planning □or i□ple□entation and su□se□uent assess□ent □or understanding and co□petence□

Progra□s should include initial induction, on-going a□areness and □oth re□resher and specialist training□ The scope □ust address ha□ards and ris□s, procedures and precautions □e□ore ne□ □or□ or □o□ tas□s are co□□enced□ This □ust speci□icall□ include non-routine or in□re□uent acti□ities□

□n experienced □entor should □e assigned to ne□ e□plo□ees or e□plo□ees trans□erring □ro□ another □or□ area to pro□ide on-the-□o□ training□

Criteria □□ □hich re□uired s□ills and co□petence are assessed should □e docu□ented□ De□onstration o□ co□petence□pro□icienc□ in re□uired tas□s should □e con□ir□ed and docu□ented at prescri□ed inter□als□ Periodic re□ie□s should assess the e□□ecti□eness o□ training pro□ided and o□ those □ho pro□ide it□

Procedures and training □ust □e understanda□le to the e□plo□ees and ta□e into account personal s□ills□

**<u>Expectations</u>**

- □ □or□al □HS training progra□ □or ne□ e□plo□ees is i□ple□ented□
- □n experienced □entor is assigned to ne□ e□plo□ees to pro□ide on-the-□o□ training□
- Regular re□resher training o□ all e□plo□ees is conducted □or □HS critical procedures and is docu□ented in training plans□
- Regular □short tal□s□ or □tool□ox tal□s□ are carried out in production areas to highlight i□portant □HS issues such as learning □ro□ near □isses or accidents□

## 0.5. Audits, Plant Inspections

All facilities and activities are subject to systematic, periodic, planned audits, which focus on systems and procedures as well as technical aspects. The prime objective of all audits should be to identify opportunities for improvement.

Each site must develop a yearly plan for systematic inspections. The results and corrective actions shall be documented. The status of implementation of recognized measures for improvement will be regularly checked.

**Expectations**

- Regular, systematic inspections of all plants and facilities are performed.
- The management is involved in the inspections.
- Systematic corrective actions in case of deficiencies are implemented.
- Audits are performed according to a prescribed audit program.

## 0.6. Incident, Accident and Near Miss Management

Procedures shall be in place to immediately respond to incidents, accidents and near misses to minimize the consequences. All incidents, accidents and near misses shall be reported to the appropriate level of management. Incidents, accidents and near misses shall be investigated in order to determine root causes and to prevent recurrence.

### *0.6.1. Reporting systems*

Specific EHS-data are collected within BASF Group either monthly in the Global Incident Database (GID) or semiannually or annually in the RC-Database. Immediate information about severe accidents and incidents must be forwarded to the BASF Emergency control centre in Ludwigshafen using the BASF Rapid Report system. All lost time injuries and major incidents must be reported as soon as possible to the Business Centre EHS Hub. A process should be in place to report any information required by local laws and regulations to authorities and local communities.

### *0.6.2. Investigation*

Sites must have procedures that identify and require investigation of all unplanned events which have the potential to cause EHS impacts. The procedures must ensure that investigations focus on the need to learn and understand in order to prevent either a recurrence or a similar incident elsewhere. Investigations must prove beyond immediate causes to identify underlying or root causes. Procedures must ensure that corrective actions are followed up within specified times.

### *0.6.3. Follow up*

Procedures □ust include the □eans o□co□□unication o□results o□in□estigations and progress □ith correcti□e actions to all persons □ho □a□□e a□ected or can □ene□it □ro□ the □no□ledge□Sites □ust report incidents and accidents to the regional □□ □HS coordinator and the regional □HS Hu□□

**Expectations**

- □ll accidents and incidents are in□estigated□
- First □id Cases and □ear Misses are also in□estigated□
- The results are docu□ented and co□□unicated to all e□plo□ees□
- Measures are ta□en to a□oid si□ilar accidents and incidents□
- Reporting is carried out as re□uired □□□□SF and local regulations□

## 0.7. Contractor management

□arious ser□ices □a□□e purchased □ro□ contractors such as □aintenance, ne□ construction, en□iron□ental treat□ent or disposal, anal□sis, testing, etc□Sites □ust ha□e procedures □or the selection and control o□contracted ser□ices□The past □HS per□or□ance o□the contractor should □e e□aluated in the selection process□Sites □ust identi□□the □HS procedures that the contractor □ill ha□e in place □hen per□or□ing □or□□Periodic audits o□the supplier should □e carried out to ensure that procedures are e□ecti□e and that □acilities are suita□le□

Contractors e□plo□ed at site locations are re□uired to operate to co□pan□ standards □ith respect to □HS□Since contractor acti□ities can i□pact on the health and sa□et□o□□oth their o□n e□plo□ees and □□SF e□plo□ees and on the en□iron□ental per□or□ance o□the site, the inter□ace o□□HS responsi□ilities □ust □e de□ined prior to co□□ence□ent o□□or□□□the contractor□Sites □ust □rie□the contractor e□plo□ees on speci□ic ha□ards in the plant and pro□ide the□ □ith a suita□le per□it to □or□s□ste□□

Procedures should □e in place to ensure that the e□aluation o□□aterials purchased includes □HS re□uire□ents□Material suppliers should □e e□aluated to ensure the□ha□e s□ste□s in place to pre□ent □HS incidents that could ad□ersel□ a□ect the □usiness□

**Expectations**

- □HS per□or□ance o□contractors is assessed □e□ore a□arding contracts□
- Contractor □or□ers are □rie□ed on speci□ic ha□ards o□the site□
- Contractors participate in e□ergenc□drills□

- Contractor□s co□pliance □ith site □HS regulations is assessed and docu□ented□

## 0.8. Regulatory Requirements, Operating Approvals and Licenses

Sites □ust □aintain an a□areness o□all applica□le □HS legislati□e and regulator□ re□uire□ents□This should □e a □e□ role o□the site □HS specialist□□d□ice and assistance can also □e o□tained □□the □C □□□ □HS Hu□□

□here operating per□its or licenses □ro□ external regulator□ authorities are re□uired, all applications and consent conditions □ust □e docu□ented□The procedures and the controls re□uired to □eet the speci□ications o□the per□it □ust □e co□□unicated to and understood □□ the appropriate line □anage□ent□ Persons appointed to □or□ □ith authorities □ust □e co□petent in the legislati□e and regulator□ re□uire□ents and ha□e □no□ledge o□the process or acti□it□ in□ol□ed□The site should □aintain a register o□all licenses and per□its □ith rene□al dates and an□legal constraints□

**<u>Expectations</u>**

- □ll necessar□ legal appro□als are a□aila□le and □no□n □□ the plant□site □anage□ent□
- □n o□er□ie□ list o□all appro□als, including □ost i□portant constraints is generated and □aintained□
- Co□pliance □ith the appro□als is regularl□chec□ed□

# RC Code 1: Product Stewardship

Product Ste□ardship □ocuses on the ha□ards and ris□s associated □ith the use and disposal o□□anu□actured products□Those responsi□le □or this phase o□the □usiness □ust ensure that product ha□ard and ris□ assess□ents ha□e co□prehensi□el□identi□ed ris□s □hich □a□□e □aced □□toll producers, users and distri□utors□

□ach ne□ product □ust □e classi□ed according to □□SF regulations and all □HS data shall □e recorded in S□P □□SIS□

## 1.1. Product Information Hotline

Sites should □no□ □ho their □usiness line Product Ste□ard is and ha□e their contact details a□aila□le□

□ccidents, incidents and □isuse arising □ro□ a gi□en product □ust □e co□□unicated to the person responsi□le □or product ste□ardship in the respecti□e □usiness line□

□ 2□ hour e□ergenc□hotline □ust □e a□aila□le to gi□e in□or□ation on the sites□ products regarding toxicological data and assistance in case o□accidents□

## 1.2. Material Safety Data Sheets (MSDS)

Co□panies pro□iding product to custo□ers □ust ha□e procedures in place to ensure that the custo□ers recei□e necessar□□HS in□or□ation □□Material Sa□et□ Data Sheets in a ti□el□□anner□

□t each site, procedures shall □e esta□lished to pro□ide e□plo□ees handling che□ical products su□□cient and ade□uate in□or□ation to ensure that regulator□ and co□pan□re□uire□ent are □et□□current MSDS □ust □e a□aila□le □or each ra□ □aterial, inter□ediate, □nished product and □aste □aterial handled □□the site□

## 1.3. Toll Operators

Co□panies □a□choose to ha□e certain production acti□ities per□or□ed □□a Toll Operator □third parties□on their □ehal□□Procedures □ust □e in place □or the selection and control o□toll operators□The toll operator □ust □e □ull□in□or□ed o□ an□ ha□ards and ris□s associated □ith the acti□it□ and are pro□ided □ith all necessar□□HS in□or□ation□Periodic chec□s should □e carried out to ensure that in□or□ation is understood and correct precautions are □eing ta□en□

## Expectations

- Ha□ards o□su□stances and products are identi□ied and ris□s to e□plo□ees, custo□ers, toll □anu□acturers, carriers and distri□utors are assessed□
- □pdated and co□plete Material Sa□et□ Data Sheets are a□aila□le □or each su□stance and product and □aste handled□
- □ppropriate support and in□or□ation is supplied to custo□ers, toll □anu□acturers, carriers, distri□utors, contactors and e□ergenc□ responders upon re□uest
- □ 2□-hour e□ergenc□ hotline is a□aila□le to gi□e in□or□ation a□out □□SF products□

# RC Code 2: Transport and Distribution Safety (TDS)

## 2.1 Transportation Safety

The □C □□□ Procure□ent Hu□ is responsi□le □or contracting transport ser□ice pro□iders □ithin the □C □□□ region□Transport pro□iders outside the □C □□□ region are contracted □□Glo□al Logistics procure□ent □GRL□S□□

Sites □ust co□pl□ □ith glo□al □□SF transport and distri□ution re□uire□ents□The□ □ust clearl□ de□ine responsi□ilities □or loading, unloading and transportation o□all goods and esta□lish s□ste□s □procedures, chec□lists etc□□to □acilitate co□pliance□

The site □ust no□inate a Responsi□le Person to coordinate TDS acti□ities on the site□The Responsi□le Person □ill □e supported □□the □C □□□ □HS Hu□ TDS specialist and□or their local TDS ad□iser□

**Expectations**

- □ll transport and distri□ution sa□et□ related processes are clearl□ descri□ed □procedures, chec□lists, instructions etc□and co□□unicated□
- Responsi□ilities □or all logistic processes are de□ined and a TDS Responsi□le Person is no□inated □or the site□
- □ training progra□ □or all transport and distri□ution related acti□ities is de□eloped and deli□ered to all e□plo□ees in□ol□ed in the transport and distri□ution o□goods□
- □n ade□uate order processing s□ste□ is in place □e□g□transport docu□ents, la□eling□
- □□ t□pe-appro□ed pac□ages □or dangerous goods are used and correctl□ la□eled□
- Load securing procedures and chec□lists are in place□
- □on-con□or□ances □□ser□ice pro□iders are recorded in either the S□P □on-Con□or□ance s□ste□ or local s□ste□s and co□□unicated to the □C □□□ □HS Hu□TDS specialist or local TDS ad□iser□

## 2.2 Warehouse Safety

Warehouses must comply with BASF safety requirements. Safety during storage also includes safety when substances/products are brought into or out of the warehouse and when they are loaded or unloaded. It is therefore necessary to consider the staging areas, the loading ramps and the places of loading as well as the drainage and fire fighting system. For each stored product, the Material Safety Data Sheet (MSDS) must be available or electronically accessible and must be evaluated by those responsible for the warehouse. The warehouse management must explain to employees common potential warehouse hazards and the safety precautions and procedures applicable to them.

### 2.2.1. *Warehouse service provider*

Warehouse service providers must be fully informed of any hazards and risks associated with the products stored and are provided with EHS information. Periodic checks should be carried out to ensure that information is understood and correct precautions are being taken. Warehouse service providers shall be selected on the basis of quality and safety performance assessment.

### 2.2.2. *Warehouses on BASF sites*

Owned warehouse facilities must maintain an awareness of all applicable EHS legislative and regulatory requirements. This should be a key role of the site EHS manager. Advice and assistance can be obtained from the regional EHS Hub. Warehouse operating procedures must explain common potential warehouse hazards and the safety precautions required.

**Expectations**

- Regular EHS inspections of warehouses are carried out and documented.
- Written procedures are available covering key operations within the warehouse including emergency actions.
- Warehouse employees are trained in these procedures.

# RC Code 3: Occupational Safety

## 3.1. Risk Assessment

All sites are required to identify and control the health and safety risks associated with their activities.

A systematic approach must be used to:

- identify the hazards present in the workplace
- identify the people who may be put at risk by the identified hazards.
- record details of the control measures put in place to prevent the identified hazards causing harm to people.

Risk assessments shall take into account the physical capabilities of the employees concerned, their job knowledge and experience and the employer's knowledge and experience of previous incidents and accidents

**Expectations**

- All workplace and task related risks are systematically assessed and documented.
- Safety measures are defined and implemented. Unsafe acts and conditions shall be prevented.
- The employees are involved in the risk assessment process.
- Compliance with legal or □□SF limits regarding noise and other physical agents is regularly checked.

## 3.2. Hazardous substances

All employees, contractors and others who may be present at the site must be protected from any agents hazardous to their health and well-being that may be present. In this context, agents include activity related hazards such as dusts and microbial agents as well as those associated with chemical substances.

**Expectations**

- All substances resp. mixtures used on the site are listed and their hazardous properties are known, a material safety data sheet is available for each substance resp. mixture.
- Workplace specific procedures for the handling of hazardous substances resp. mixtures are developed.
- Tanks, pipes and containers are correctly labeled.

- Hygiene measures as well as a skin care program are implemented.
- Compliance with Threshold Limit Values for substances is monitored.
- Female employees are informed about any chemical hazards to unborn children and breast fed children and appropriate protective measures are in place.
- Microbial hazards (e.g. Legionalla in water systems) are assessed and controlled.

## 3.3. Noise

The Responsible Care Management System of the BASF Group requires a systematic survey and assessment of noise at workplaces as well as the definition and implementation of suitable measures in order to protect employees and ensure the preservation of the sense of hearing.

**Expectations**

- Identify noise sources with the potential to cause noise levels that will exceed the Lower Exposure Action Value (LEAV) of 80dB(A).
- Implement a programme of continuous noise reduction to below 80 dB(A) as far as is reasonably practicable.
- Provide adequate hearing protection either on request at the LEAV, or as required at the Upper Exposure Action Value (UEAV) of 85 dB(A).
- Prepare a "noise map" of the site showing areas where noise levels exceed the LEAV and UEAV. Display this map where employees can see it.
- Demarcate hearing protection zones. Establish procedures so that anyone working in these areas is made aware of the noise hazard and wears adequate hearing protection.
- Ensure that hearing protection is used, and that any noise control measures are used and maintained.
- Ensure that adequate information, instruction and training is provided, including the results of any noise measurements, the risks to hearing, how to minimise risk, how to obtain hearing protection and how it should be worn.
- Implement an audiometry program for employees working in areas where the noise levels exceed the LEAV.

## 3.4. Personal Protective Equipment (PPE)

Where particular hazards to personnel are known to exist, and these cannot reasonably be eliminated by technical means or operational procedures, it will be necessary to ensure the use of appropriate personal protective equipment (PPE). Each site is required to assess the need for such personal protective equipment and its suitability, and to prepare procedures and systems to address this.

**<u>Expectations</u>**

- Suitable PPE is defined as a result of risk assessments.
- Wearing of PPE is prescribed by procedures.
- Signs in the workplace indicate where PPE must be worn.
- Compliance is monitored and enforced.
- Adequate locations for storage of PPE are provided.
- Employees are involved in the selection of PPE.

## 3.5. Operating Procedures

Sites must ensure that clear and concise operating procedures are developed, implemented and maintained for their activities (process, warehousing, transportation, product management etc.). People who will use procedures should be involved in their preparation and updating, with help from appropriate specialists.

The procedures should identify the hazards and EHS issues associated with the activities and address non-routine or infrequent operations such as start-up, shutdown, or abnormal operations. This documentation should include expected operating parameters and product output requirements.

**<u>Expectations</u>**

- Risk assessments identify where a procedure is required to minimize risks to health and safety.
- A list of all procedures is available.
- Procedures are developed to take into account malfunctions of processes as well as normal operations.
- The procedures are accessible to all employees concerned.
- The procedures are regularly reviewed.

## 3.6. Permit to Work System

Sites must develop and implement procedures to address the hazards associated with non-routine activities. The procedures must ensure that hazards are identified and risks are properly assessed by authorized persons and that work is not started without the necessary Permit to Work.

**Expectations**

- A suitable work permit system, fulfilling □□SF's minimum requirements, is implemented.
- Forms for general work, hot work and confined space entry are included.
- The employees are trained in using the permit system.
- The correct use of the permit system is regularly checked.

# RC Code 4: Occupational Health

## 4.1. Strategy on Occupational Health

The Goal of the Occupational Medicine and Health Protection Program in the BASF Group is to protect each employee's life and health at work and to assist in assuring that BASF products do not pose health risks to employees, neighbors, customers and consumers.

Sites must provide resources to identify occupational health hazards, arrange medical check-ups and implement programs to minimize exposures.

**Expectations**

- Adverse health effects from handling hazardous chemicals or exposure to physical agents are prevented by early intervention and education.
- Employee health records and documentation are maintained and kept confidential.
- Effective first aid response is available during working hours.
- An annual emergency medical drill is carried out.
- Where applicable, the G□□ chemical emergency medical guidelines are available in the local language.

# RC Code 5: Process Safety

## 5.1. Safety Documentation

The regulations and standards to which a process or activity is designed and constructed must be clearly defined and documented.

Information documenting the design is required. Systems should be in place to collect and update information, including hazards of materials, process chemistry, process flow diagrams, Piping & Instrumentation Diagrams (PIDs), equipment specifications, relief valve and venting system design basis, etc.

### 5.1.1. *EHS Reviews*

EHS Reviews have to be carried out on basis of the BASF Group Directive (Safety, Health and Environmental Protection (SHE) at Planning and Construction of Process Plants):

- When planning and constructing new plants
- When changing existing plants
- In the event of all investment projects

As well as complete chemical plants, this guideline also covers parts of plants like e.g. loading/unloading facilities, pipelines or individual critical units like storage or reactors/mixing vessels.

### 5.1.2 *Pre-Start-up EHS-Review*

A pre-start-up review is required for new processes or modifications to existing processes. The review should confirm that the design is in accordance with specifications, critical tests and checks have been performed, and that operating procedures, training and emergency plans are in place. All pending action items must be resolved prior to start-up.

### 5.1.3 *Explosion Prevention while Handling Solids and Solvents (Explosion Protection Document)*

Laws and regulations define the requirements for the safe operation of plants in areas subject to explosion hazards. They mainly concern:

- The determination of places where explosions may occur.
- The definition of protective measures,
- The definition of explosion protection zones.
- The documentation and designation.

**Expectations**

- Safety reviews are conducted for existing and new and modified processes/facilities.
- Plant safety concepts and periodic reviews are documented.
- Documentation on safety relevant parameters is current and complete e.g. measuring and control limit values, protective devices.
- Current Piping and Instrumentation diagrams are available.
- A valid documentation on the Ex-classification is available.

## 5.2. Inspection, Maintenance and Mechanical Integrity

Sites must develop and implement a program for inspection and predictive and preventive maintenance. The program should identify skill requirements for maintenance personnel, maintenance procedures and quality control procedures for materials and spares. Test schedules must ensure that all instrumentation, alarms, shut-down/lock-out systems, pressure relief devices etc. are function-tested at prescribed intervals. The program should include inspection and testing of critical EHS equipment such as first aid, fire detection and fire fighting as well as rescue equipment.

**Expectations**

- A list of equipment to be inspected is available.
- Schedules for preventive maintenance and regular inspections are available.
- The follow up of corrective actions is documented.
- The responsible persons for the inspections have the necessary qualification.

## 5.3. Management of Change (MOC)

Procedures for Management of Change, including hardware, software, procedures, materials/products and organisation etc., must be in place and periodically reviewed for effectiveness.

The procedure must include a mechanism by which individuals, who are familiar with the equipment or process and competent in the assessment of hazards, review and authorize the change. Documentation must include the reasons and details of the change, and confirmation that the change has been communicated to all affected personnel prior to implementation. The procedure must identify the mechanism for handling temporary changes.

**Expectations**

- All changes to plant, buildings, processes and organization are documented.
- Possible influences on safety, health, environmental protection, and approval issues are considered.
- A procedure describes the MOC process.

# RC Code 6: Environmental Protection

Sites □ust ensure that the□ co□pl□ □ith Co□pan□ policies and procedures and adhere to regulator□ authorit□ per□it re□uire□ents□There is also an increasing need, and in so□e countries a re□uire□ent, to in□or□ the surrounding co□□unit□ a□out the en□iron□ental aspects o□ our operations and the i□pro□e□ent processes applied□

Sites □ust, as a □ini□u□ re□uire□ent, carr□ out a ris□ assess□ent o□their acti□ities in order to categori□e the le□el o□their en□iron□ental ris□□

## 6.1. Air Emissions Management

**Expectations**

- □ □aste gas in□entor□ is a□aila□le considering all e□issions□The in□entor□ □ust identi□□point, di□□use and □ugiti□e sources□
- □ll single e□ission sources □ust □e sho□n on a □ap or diagra□, data on the height, dia□eter, concentration and □olu□e □lo□ should □e a□aila□le□
- Suita□le e□uip□ent □or □aste gas puri□ication is installed□
- The e□□ecti□eness o□this e□uip□ent is □onitored□
- Legal re□uire□ents regarding e□issions to the air are co□plied □ith□

## 6.2. Waste Water

**Expectations**

- □ □aste □ater in□entor□is a□aila□le considering all □inds o□□aste □ater□
- □ □ater protection ris□assess□ent has □een co□pleted and docu□ented □or the site□
- Measures □or reducing □ater consu□ption are i□ple□ented □hen econo□icall□ □usti□ied□
- Legal re□uire□ents regarding discharge o□□aste □ater are co□plied □ith□

## 6.3. Noise Emissions

**Expectations**

- □oise e□issions at the □ence line o□the site are regularl□ □onitored□

- Results are in co□pliance □ith legal re□uire□ents or □□SF □ini□u□ standards □here no legal re□uire□ent exists□

## 6.4. Waste Management

**Expectations**

- □ □aste in□entor□is a□aila□le □or all □inds o□□aste□
- Records on □aste disposal are □ept □or a □ini□u□ o□□ □ears□
- Procedures descri□e the sa□e handling and storage o□ □aste including responsi□ilities, interi□ storage, la□elling and sa□et□ □easures□
- □xternal disposal co□panies are assessed against rele□ant □□SF and legal re□uire□ents□The assess□ent is repeated periodicall□□
- □s a general rule, ha□ardous organic □astes that cannot □e rec□cled □ust □e incinerated□

# RC Code 7: Emergency Response

## 7.1. Fire Prevention and Control

Site facilities (plants, storage areas, buildings etc.) must be constructed and equipped according to local legal and insurance fire prevention requirements including:

- fire containment and retardation measures (civil)
- fire detection systems
- appropriate firefighting water supply and ring mains including back-up
- firefighting equipment
- evacuation exit routes

A formalized assessment of fire hazards and required technical measures must be prepared for all sites. Fire prevention and control must be an integral part of management of change. All equipment must be regularly inspected and maintained.

**<u>Expectations</u>**

- Firefighting measures are agreed and coordinated with the responsible firefighting organization.
- Concepts for retention of extinguishing water and leakage are available.
- Equipment for personal protection is in place. First aid and emergency medical response are planned and organized.

## 7.2. Emergency Management

Sites must anticipate possible emergency scenarios that may develop when risk control measures fail. All sites should have people trained in the use of firefighting equipment and to provide first aid treatment. Procedures must clearly define responsibilities and actions to be taken in emergencies. Emergency plans should identify potential off-site consequences and the measures to minimize these impacts.

Emergency equipment should be provided based on likely scenarios and emergency exercises should be carried out regularly to ensure preparedness.

### 7.2.1 Crisis Management

Situations that □a□ ha□e the potential to extend □e□ond a local e□ergenc□ and har□ the □□SF i□age □ia □edia attention and pu□lic perception should □e anticipated□

Plans □or responding to and dealing □ith such situations in□ol□e appropriate regional and corporate personnel□

□ co□prehensi□e crisis □anage□ent plan is a□aila□le □or □C □orth□

### 7.2.2 Reporting

The operating di□ision and the □C □orth □HS hu□ □ust □e in□or□ed a□out an□ local or regional crisis□This □a□ □e □ia the □rapid report□s□ste□ □

### 7.2.3 Site Emergency Plan

□ach site □ust ha□e □ritten procedures to ensure ade□uate actions and response in case o□an e□ergenc□□Site e□ergenc□plans shall □e coordinated □ith the □C □orth □HS hu□crisis □anage□ent plan□□□ergenc□procedures shall □e regularl□ trained□

**<u>Expectations</u>**

- The site has de□eloped a site e□ergenc□plan □or handling □a□or incidents□
- The e□ergenc□ plan o□the plant de□ines the □eha□ior o□the e□plo□ees in case o□e□ergencies□

### 7.2.4 *Practical Training*

□ here□er possi□le the local □ire □rigade should □e in□ol□ed □hen drills are carried out□The □C □orth □HS hu□ can pro□ide support □or e□ergenc□ drills upon re□uest□

**<u>Expectations</u>**

- Drills □or □a□or incidents and handling o□e□ergenc□ situations are conducted regularl□□
- Practical exercises on □ire □ighting, □irst aid and e□acuation are conducted regularl□□

- The results of the drills and exercises are documented and evaluated.

# RC Code 8: Communication

BASF pursues an open and factual communication on all RC codes with its partners, customers, employees, investors, and neighbors in order to strengthen mutual trust and to foster an atmosphere for improving and learning from each other.

BASF considers dialogue as both a pre-condition and a means for building and cultivating partnerships.

**Expectations**

- The site complies with all legal requirements regarding information flow to authorities and neighbors.
- Where appropriate, the site fosters regular contacts to the public.
- Regular experience exchange within the company and information flow between all employees takes place.

# RC Code 9: Site Security & Information Protection

Sites □ust esta□lish procedures that control the access o□people into the site and ensure that no persons can enter potentiall□ ha□ardous areas until the□ ha□e recei□ed the appropriate instruction and □arnings□ This instruction should □e pro□ided at a le□el appropriate to the reason □or their presence at the site □ut □ust, as a □ini□u□ re□uire□ent, include action to □e ta□en in the e□ent o□an e□ergenc□□

**Expectations**

- □□ecti□e securit□and in□or□ation protection s□ste□s, procedures and policies are i□ple□ented to sa□eguard e□plo□ees and the site assets□
- □ccess to the site and to sensiti□e areas □ithin the site is controlled□
- Securit□incidents are reported and in□estigated□
- The securit□set-up is periodicall□re□ie□ed in order to ensure that changes to the local securit□ris□le□el are appropriatel□addressed□
- In□or□ation is ade□uatel□classi□ied e□g□□CO□FID□□TI□L□etc□and protected□
- □here possi□le, □encing is re□uired to clearl□identi□□ □□SF propert□and to pre□ent unauthori□ed access to the site□

# RC Code 10 Energy

□□ecti□e energ□ □anage□ent is o□central i□portance to co□pl□ □ith □□SF□s goals o□increasing energ□e□□icienc□and reducing greenhouse gas e□issions□ Sites □ust ensure that the□use energ□e□□icientl□and that the□ha□e relia□le energ□supplies□

**Expectations**

- □nerg□ consu□ption on the site is □onitored and an□ unexplained increases are in□estigated□This includes □uels, electricit□, gas, stea□ and co□pressed air as applica□le□
- Site and plant targets are set to reduce or opti□i□e the energ□consu□ption□
- Procedures are in place to address energ□ suppl□ □rea□do□ns to a□oid dangerous situations arising□Operators are trained in these procedures□
- For larger sites, a utilities relia□ilit□ stud□ has □een □ade □□ either external consultants or internal □□SF experts□

Global Steering Committee Responsible Care (GCRC)

# Requirement

**Global Expert Group Environmental Protection**

BASF
We create chemistry

# Environmental Protection Requirements for the Revision of Water Risk Assessments for Production Plants and Sites of BASF Group

## G-R-ENV 020

*For internal use only*

May 2013 | Revision 2

Responsible Care®
OUR COMMITMENT TO SUSTAINABILITY

- Title: Environmental Protection Requirements for the Revision of Water Risk Assessments for Production Plants and Sites of BASF Group
- Document code: G-R-ENV 020
- Objective:

  To fulfill the requirements of BASF Group Directive Environmental Protection, water protection concepts including cooling water protection, fire extinguishing water retention, management of spillages and leakages and process wastewater have to prepared and made available. The basis for the water risk assessment is a documentation of the current water protection concept on plant level and on site level in a standardized form.
- Area of validity: Global
- Type: Requirement
- Discipline: Environment
- Source language: english
- Group of Users: BASF staff
- Binding Nature: mandatory
- Supersedes: G-R-ENV 020 : 2011 October
- Author: Joachim Seibring GUU/W

## Contents

# 1 Definitions (abstracts)

For details to definitions see G-P-ENV 020 Section A "Best Practices for the Revision of Water Risk Assessments for Production Plants and Sites of BASF Group".

## 1.1 Wastewater Types

### 1.1.1 Wastewater to be Treated

Water is one of the main raw and auxiliary materials for the chemical industry. Many chemical reactions are carried out in aqueous medium. In almost all chemical processes contaminated wastewater is generated (raw material remains, product residuals, by-products, etc.). Chemical production without water is possible only in exceptional cases. The common term in BASF for this kind of water is **wastewater to be treated**.

### 1.1.2 Wastewater Not to Be Treated

#### 1.1.2.1 Cooling Water

Of large significance is the use of water for direct cooling to carry off heat from exothermic processes. For this type of water in BASF the term **wastewater <u>not</u> to be treated** (cooling water) is used. In addition to the cooling water, also uncontaminated storm water is to be mentioned as wastewater not to be treated. Condensate in principle is wastewater not to be treated as well.

#### 1.1.2.2 Storm Water

Storm water runoff is water from rain or snowmelt that is collected on impervious areas such as buildings, roofs, unroofed storage areas, parking lots, roads, tank farms, production areas or unloading stations and is channeled in one or several dedicated storm water sewer and retention systems into a water body.

### 1.1.3 Fire Extinguishing Water

The accumulated fire extinguishing water from a fire can be highly contaminated with substances and therefore is considered **wastewater (to be treated)**.

## 1.2 Wastewater Treatment

BASF practices worldwide at their sites wastewater treatment at a high technical level. Emissions to water bodies are continuously reduced and minimized.

## 1.3 RC-Audit Safety and Environment

Within the BASF world wide applied "RC-Audit Questionnaire Safety and Environment" questions to a responsible and safe use of wastewater, cooling water, fire extinguishing water, rain water and leakage prevention/retention are listed.

## 1.4 Project "Global Revision of Water Risk Assessment"

To make a sustainable contribution to a positive development of water quality within the BASF Group the aim is to avoid water pollution by incidents and malfunctions reliably. To this end under the title **"Global Revision of Water Risk Assessment"** all water protection concepts will be checked systematically, updated and documented in a structured form for all relevant sites and plants.

In this guideline the essential basic information for the preparation of effective water protection concepts (wwpc) is presented and explained. The contents are based on the experience of many years with the preparation and implementation of wwpc within GU. The principles and objectives of the wwpc are universal for all sites. The technical and organizational details need to be applied and transferred to the local conditions.

The total process for **implementation** and **revision** of the **water risk assessment** and the connection to the **RC-Audits** is summarized in a flowchart (*Figure 2*) in Section 4 of this requirement document.

# 2 Minimum Requirements for Water Risk Assessments

## 2.1 Documentation of Water Protection Concept

Reflecting and respecting objectives and scope of BASF RCMS and the expectations of the RCMS code Environmental Protection, emissions of pollutants to water should be minimized. To fulfill the requirement G-G-ENV 001 “BASF Group D Environmental Protection”, water protection concepts including cooling water protection, fire extinguishing water retention, management of spillages and leakages and process wastewater have to prepared and made available. The basis for the water risk assessment is a documentation of the current water protection concept on plant level and on site level as listed in the RC audit questionnaire (see G-P-ENV 020 Section B “Best Practices for the Revision of Water Risk Assessments for Production Plants and Sites of BASF Group”) in a **standardized** form. In order to ensure common understanding and the unification of the documents basic rules for layout, symbols, colours and technical terms are shown in G-P-ENV 020 Section C.

### 2.1.1 Requirements for Documentation on Production Plant Level

The documentation on plant level should include at least the following

- **water protection concept sheet** in a form of a simplified block diagram with (see example for layout in Figure 1 and *Figure D1 - D3* in G-P-ENV 020 Section A, Section D )
  - All sources and average flow rates in m³/day for

    | | |
    |---|---|
    | Wastewater to be treated | (light red area) |
    | Wastewater not to be treated | |
    | - cooling water | (light green area) |
    | - non contaminated storm water | (light red and/or light green area) |
    | Fire extinguishing water | (light yellow area) |

  - Equipment, tanks and pits for wastewater control, monitoring and retention (protection concept)
  - Retention facilities for high polluted wastewater, leakages and fire extinguishing water
  - Installations to detect deviations from expected wastewater, cooling water and non contaminated storm water
  - Installations to segregate contaminated from non contaminated storm water
  - Discharge points and outlets to the corresponding sewer systems and to rivers /ditches
  - List of hazardous substances which are handled in the production plant
- Description of measures in case of wastewater related malfunctions and incidents
- Description of measures to avoid that off-spec wastewater is discharged into the sewer system or receiving water (spill control plan)

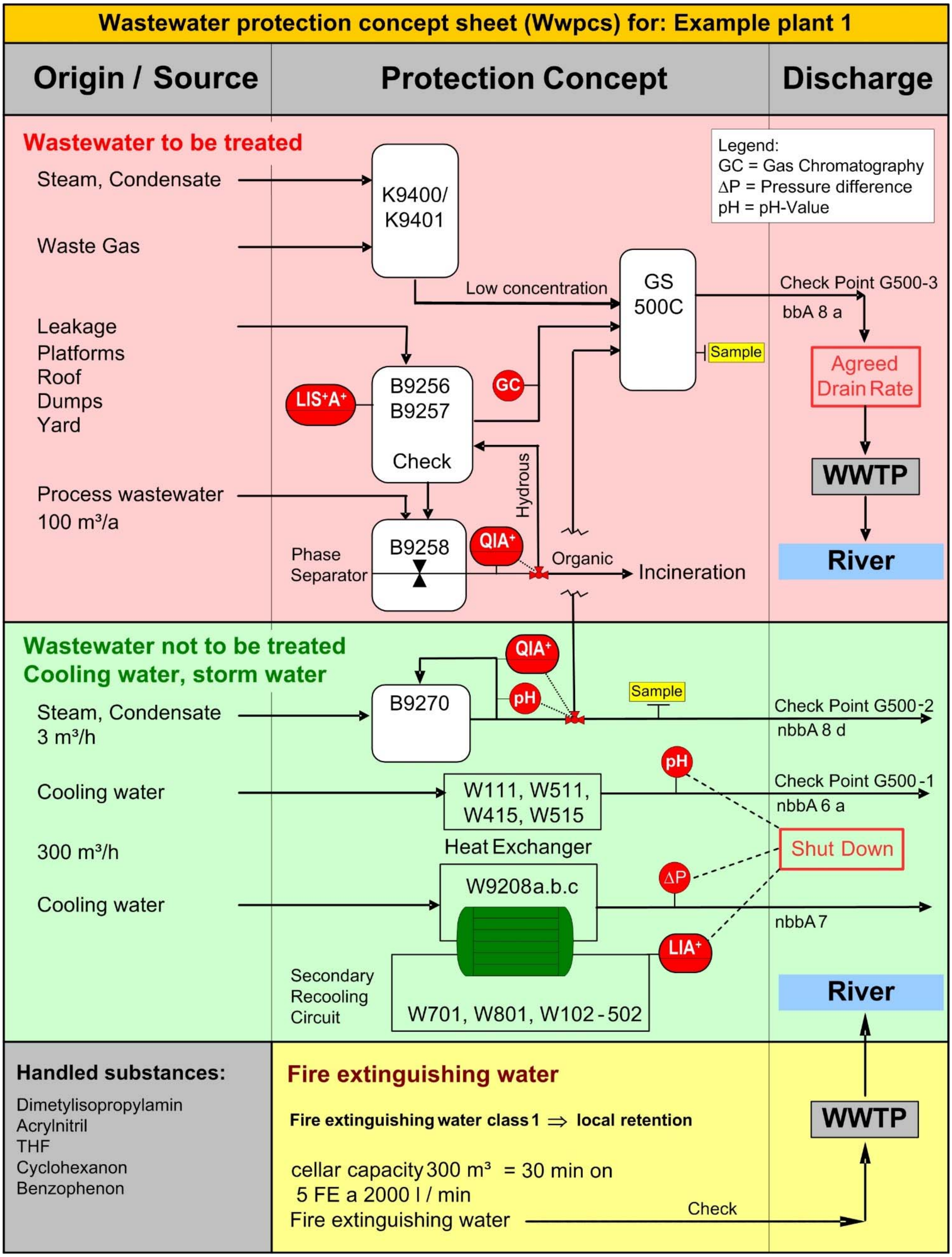



**Figure 1: Example to schematic diagram of a water protection concept for a BASF production plan (Example plant 1)**

### 2.1.2 Requirements for Documentation on Site Level

The documentation on site level should include at least the following

- **Water protection concept sheet** in a form of a simplified block diagram with
  - Sources and average flow rates for
    Combined wastewater to be treated
    Combined wastewater not to be treated
    - cooling water (blow down)
    - non contaminated storm water
    - others
  - Equipment, tanks and pits for central or semi central wastewater control, monitoring and retention
  - Central installations to detect deviations from expected wastewater, cooling water (-blow down) and non contaminated storm water
  - Discharge points for treated and untreated wastewater
- Description of measures in case of wastewater related malfunctions and incidents
- Description of central measures to avoid that harmful wastewater is discharged into the wastewater treatment plant or receiving water.

G-P-ENV 020 Section D shows an example for the layout of water protection sheet on site level for Ludwigshafen (*Figure D3*).

**Important:** Many BASF-Sites are small-medium size. For these sites, it is only necessary to prepare one joint water protection concept sheet for plant and site.

# 3 Risk Matrix

## 3.1 General Remarks

The preparation and implementation of water protection concepts should primarily reduce the likelihood of the occurrence of an incident and malfunction (failure cause). In addition, the detection probability for a potential failure should be increased and the impact or the damage (impairment of the water body or impact on treatment performance of the wastewater treatment plant) by suitable measures is minimized.

Risk is defined as the product of the frequency (probability) of an event and the severity impact of that event. The relationship between the probability for an incident (event) and the expected damage (severity of environmental impact) are presented in the risk matrix water. The resulting risk classes are then directed to risk reduction measures to be taken as **minimum** requirements.

The BASF risk matrix water is a tool to perform a semi-quantitative risk assessment. For the development of a new and for the revision of an existing water protection concept for a BASF chemical production plant the risk matrix water has to be applied.

## 3.2 Risk Matrix Water

The risk matrix water, made up of four classes of **probability** (from $\mathbf{P_0}$ to $\mathbf{P_3}$) and of four **impact classes water** (of $\mathbf{Ew_1}$ to $\mathbf{Ew_4}$) is given in *Table 1*. For the 16 combinations a **risk class** (from **I** to **V**) is assigned. The risk classes are marked with different colours.

**Table 1: Risk matrix water and risk classes**

| BASF Risk matrix water | | | | |
|---|---|---|---|---|
| Probability class | Severity Environmental Impact ($Ew_i$) | | | |
| | $Ew_1$ | $Ew_2$ | $Ew_3$ | $Ew_4$ |
| $P_0$ | I | I | II | III |
| $P_1$ | I | II | III | IV |
| $P_2$ | II | III | IV | V |
| $P_3$ | III | IV | V | V |

| Risk classes | |
|---|---|
| I | very high risk |
| II | high risk |
| III | medium risk |
| IV | low risk |
| V | very low risk |

### 3.2.1 Probabilities for the Risk Matrix Water

The four probability classes **$P_0$** to **$P_3$** are universally specified (valid for all BASF sites) as follows (*Table 2*):

**Table 2: Probability classes for the Risk matrix water**

| Probability | |
|---|---|
| Probability class | Semi-quantification (incidents per x number of years) |
| $P_0$ | happened repeatedly already (1/y) |
| $P_1$ | happened once already (1/10y) |
| $P_2$ | not yet happened, but imaginable (1/100y) |
| $P_3$ | reasonably excluded (1/1.000y) |

Estimating the probability **$P_i$** for a scenario, the selected "scope" for this scenario has to be taken into account. If the scope is selected, that only the failure of one **single system part** (e. g. leakage at **one** heat exchanger) should be looked at, the estimation has to be based on the **purely "technically"** caused probability for a failure of this single apparatus.

If several uniform apparatus or error sources are estimated together in one scenario, the failure probability is the multiplication of the **number of apparatus** and the **purely "technically" caused probability** for the single apparatus (heat exchanger, pump, control unit, leakage etc.). In accordance with *Table 2*, for the combination of e. g. 10 uniform apparatus, the probability increased one class (e. g. from **$P_2$** = 1/100y to **$P_1$** = 1/10y = **10 x** 1/100y).

Therefore the **scope** of a scenario is the **area** of a plant, which should be **protected** by the **designated measure**.

The **"technically" caused failure probability** of a single part of a plant (heat exchanger, control unit etc.) is in principle independent from the size of a plant- or site and under similar operating conditions equivalent in BASF-Group. So the value of the probability and the corresponding **$P_i$**-class depends on construction, material, production quality, assembly, check, maintenance etc., i. e. from the quality of the device and on the operating conditions (e. g. temperature, pressure, time etc.).

As important source for the assessment of the probability of an inicdend, also statistic data of the plant history can be used.

### 3.2.2 Definition of the Impacts on Various Environmental Compartments

From the Global Expert Group "Environmental Protection" of BASF, the impact classes for the environmental compartments **air, water, soil** (including **groundwater**), **noise** emissions and **waste** were generally defined and released.

The **general definition** of the **impact classes** for **water** is listed in Table 3. They must be specified accurately by taking into account **local conditions** and are the basis for the **site adapted risk matrix water**.

**Table 3: General definition of severity environmental impact classes for water**

| Severity Environmental Impact classes | |
|---|---|
| E class | Water |
| $Ew_1$ | - Emissions with high potential for off-site water contamination<br>- Extreme impact to the wastewater treatment plant |
| $Ew_2$ | - Emissions with potential for off-site water contamination<br>- Emissions reportable to authorities<br>- Impact to wastewater treatment plant |
| $Ew_3$ | - Emissions with low potential for off-site water contamination<br>- Emissions above the reportable thresholds,<br>- Safety interlocking of the wastewater treatment plant |
| $Ew_4$ | - Emissions near the reportable thresholds<br>- No impact to wastewater treatment plant |

### 3.2.3 Adapting the Damage Assessment and Detailed Definition of Impact Under Consideration of the Local Conditions at the Site

Based on the general definition and description of the environmental impact classes $\mathbf{E_i}$ in Table 3, now the impact classes for water $\mathbf{Ew_i}$ have to be **adapted to the local conditions** at the site. In **general** the following **criteria** must be considered:

- Volume and eco-toxicological/toxicological properties of substances handled in the plant
- Type of receiving water body (river, lake, sea), size and water flow conditions, ecology, use of water body (drinking water, fishing, etc.)
- Kind of wastewater discharge: Direct discharger passing the own wastewater treatment plant, indirect discharge into a municipal wastewater treatment plant or into a wastewater treatment plant in an industrial park
- The type of wastewater treatment, capacity of the wastewater treatment plant and of the storage possibilities for high polluted wastewater in a central emergency pit (storage volume, storage time, possible special treatments)
- Public warning and alarm plans of the receiving water
- Existing rules for the reporting of incidents, malfunctions, overruns of threshold values and limits to the authorities

As an **example** for the **adaptation** of the general impact classes **Ew**$_i$ in Table 3 to the local site conditions, G-P-ENV 020 Section E shows the results for various **BASF sites**. Moreover the type of the emitted substance and its eco-toxicological characteristics, such as water hazard class, the corresponding R-phrases, the bacterial toxicity with respect to C-degradation and/or to the nitrification process in the wastewater treatment plant, the biodegradability of the substances and the discharge limits for the site must be considered.

### 3.3 Risk Assessment, Risk Reduction Measures and Minimum Requirements for Risk Classes I to V

*Table 4* lists the risk assessment, risk reduction measures as **minimum requirements** for risk class I to V from the **risk matrix water**.

The risk reduction measures should achieve a very low rated risk (risk class **V**, in exceptional cases risk class **IV**).

Application examples of usual process unit operations are shown in G-P-ENV 020 Section F.5.

Very helpful tables to carry out the risk-assessment for all single wastewater-streams you can find in G-P-ENV 020 Section G.3.

**Table 4: Risk assessment and risk reduction measures as minimum requirements for risk classes I to V**

| Risk classes and risk reduction measures | | |
|---|---|---|
| **Risk class** | **Risk assessment** | **Risk reduction measures (minimum requirements)** |
| **I** | **very high risk** | - **primary measures** (*see chapter 3.4) to **avoid incidents** in combination with **secondary measures** to ensure the functionality and availibility of the **primary measures** (monitoring, check and maintenance, operating instructions)<br>- **change of process design** if necessary |
| **II** | **high risk** | **secondary measures** such as<br>**double, continuous measurement** (**see chapter 3.4) of a parameter<br>for dependably identification of an incident<br>(**quality online monitoring**) with **alarm level** ($A^+$)<br>*in combination with*<br>- measures to **minimize** the **impact** of the incident such as<br>- **automatic** response ($S^+$)<br>- in exceptional cases **manual** response, defined in operating instructions and<br>- **permanent availibility** of the measuring system |
| **III** | **medium risk** | **secondary measures** such as<br>**single continuous measurement** of one parameter<br>for identification of an incident<br>(**online monitoring**) with **alarm level** ($A^+$)<br>*in combination with*<br>- measures to **minimize** the **impact** of the incident such as<br>- either **automatic** response ($S^+$) or<br>- **manual** response, defined in operating instructions |
| **IV** | **low risk** | **secondary measures** such as<br>**manually discontinuous measurement** of a parameter in adequate frequency for identification of an incident (**monitoring**)<br>all **check modalities** defined in operating instructions<br>*in combination with*<br>- measures to **minimize** the **impact** of the incident such as<br>- **manual** response, defined in operating instructions |
| **V** | **very low risk** | **no measures necessary** |

### 3.4 Examples and Explanations to Risk Reduction Measures

Primary measures signify retention of polluted wastewater without loss of any product.

* Examples for primary measures for process wastewater are:

- one discontinuously operated check tank **= single check tank**
  (see G-P-ENV 020 Section F.2.2)
- two discontinuously operated check tanks **= double check tank**
  (see G-P-ENV 020 Section F.2.3)

Examples for primary measures avoid peak loads from leakages are:

- all kind of self-effective, decentralized leakage retention measures
  (see G-P-ENV 020 Section F.3.4, examples *A1* to *A7* and *B1*, *B2*)

Examples for primary measures to protect cooling water against contamination are:

- **Higher pressure** in the cooling water as in the product with monitoring of the pressure difference (**PDIRA-**) as a supplemental **secondary measure**
  (see G-P-ENV 020 Section F.4.2, *A*.)
- **Secondary cooling circuit** (see G-P-ENV 020 Section F.4.2, *B*.),
  possibly with the "higher pressure principle" an additional monitoring of pressure differences and normally some supplemental secondary measures, such as level control in the compensating tank of the secondary circuit, monitoring of the cooling water quality in the primary circuit etc.

If for a scenario in risk class I the risk class V cannot be achieved by primary measures, a **process design change** has to be considered.

** **Doubled continuous measurement procedures** are used for dependably identification of an incident. The following options are possible:

- doubled ($Q_1 = Q_2$, e. g. 2 pH-measurement devices)
- doubled; divers (e. g. $Q_1$ = pH, $Q_2$ = electric conductivity)
- doubled plus comparison ($\Delta$) of the 2 measurement signals, i. e. $QDA^+$
  (e. g. $D = Q_1 - Q_2$ of the measurement systems)
- regarding an alarm ($A^+$) and response to alarm ($S^+$) respectively, "1 of 2" or "2 of 2" can be applied.

As one continuous measurement also instruments and **parameters of the processcontrol-system** of the plant can be used (e. g. pressure, temperature, mass flow, level indicator, etc.).

In place of one continuous measurement in the sense of this risk reduction assessment, an **appropriate administrative procedure** in **high quality** can be accepted.

# 4 Implementation and Revision of Water Risk Assessment

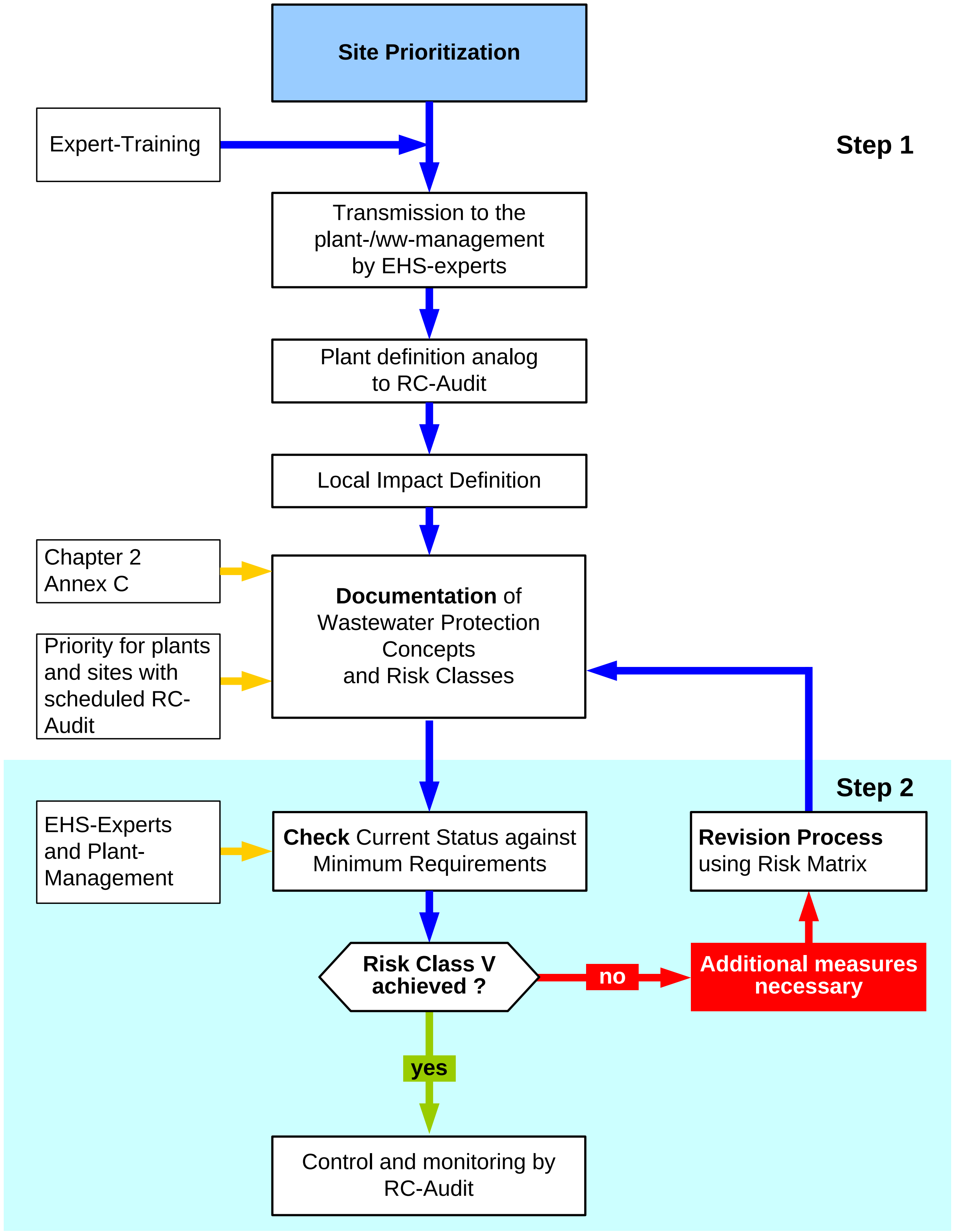



**Figure 2: Flowchart to the implementation and revision process of the water risk assessment**

## 5 References

G-G-ENV 001 BASF Group D Environmental Protection

G-P-ENV 020 Best Practices for the Revision of Water Risk Assessments for Production Plants and Sites of BASF Group

Global Steering Committee Responsible Care (GCRC)
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BASF supports the
Responsible Care® initiative

**G-R-ENV 020 EN**
May 2013 | Revision 2

**Form (6)**

**Tax Incentive Application**

To

Chairman
Myanmar Investment Commission

Ref. No:
Dated: 8 August 2017

Subject: **Application for Tax Incentive**

I do hereby apply with the following particulars for the tax incentive under section 74 of Myanmar Investment Law:

1. Applicant
   - (a) Name of Investor: Ms. Naree Wongmanee
   - (b) Name of Company: BASF Myanmar Manufacturing Company Limited
   - (c) Type of Business: Manufacture and sale of concrete admixtures and other construction chemicals.
   - (d) Myanmar Investment Commission Permit or Endorsement No. (If a permit or endorsement is still processing, please describe the information.): Application is still processing.

2. If investor doesn't submit by himself/ herself, the applicant's;
   - (a) Name of contact Person: N/A
   - (b) National Registration Card No/ Passport No: N/A

3. Construction period or Preparatory period: Twelve months from the issuance of MIC Permit

4. Commencement date for commercial Operation: As soon as possible upon completion of the necessary renovation works after the issuance of the MIC Permit.

5. Applied for the following tax incentive :
   - (a) Exemption or Relief under section 75(a) (income tax exemption)
   - (b) Exemption or Relief under section 77(a) (custom duty exemption for construction period and preparatory period)
   - (-) Exemption or Relief under section 78(b) (depreciation)

   Note: The application must specify precise tax incentives applied for.

6. If the investor apply for tax incentive under section 75(a), please the Zone in accordance rule 83 or the Zone in which more than 65% of the value of the investment is invested or carried out in accordance with rule 96.: Zone (3)

7. If the investor apply for tax incentive under section 77(a) and (d), please fill the information in schedule (1).

8. If the investor apply for tax incentive under section 77(b), Please state the following information and fill in schedule (2):
   - (a) an expected amount as per year to be earned from the investment — N.A.
   - (b) Foreign Currency from export as per year — 

9. If the investor apply for tax incentive under section 78(a), please state the following information in accordance with rule 99:
   - (a) Please describe, which financial year the profits reinvested are earning by the investor. — N.A
   - (b) Please describe which financial year the profits are reinvested by the investor. — 
   - (c) Please describe the amount of reinvestment. — 

10. If the investor apply for tax incentive under section 78(b), please describe the following information:
    - (a) Provide the depreciation schedule of assets for which the depreciation rate is to be adjusted, showing both the depreciation at the standard rate and at a rate of 1.5 times the depreciation rate permitted under the relevant laws of the Union.
    - (b) Has the investor separately applied for or obtained an adjustment to the depreciation rate from the relevant authority.

11. If the investor apply for tax incentive under section 78(c), provide an itemized list of actual research and development expenses for the current financial year.

| | |
|---|---|
| Signature | |
| Name of Investor | Ms. Naree Wongmanee |
| Designation | Promoter / Director |
| Department/Company | BASF (Thai) Ltd. |
| (Seal/Stamp) | |

**Question (9b) - Annual Machinery & Equipment - Local***

**Myanmar Operation**

***Note: All items are new**

| Year | Item | Unit Price (US$) | Quantity | Value (US$) |
|---|---|---|---|---|
| Year 1 | Water Tank 30 m3 | 10,000 | 1 | 10,000 |
| | | | | |
| | | | | |
| **Total Year 1** | | | | **10,000** |
| Year 2 | NIL | | | - |
| | | | | |
| | | | | |
| **Total Year 2** | | | | **-** |
| Year 3 | NIL | | | - |
| | | | | - |
| | | | | |
| **Total Year 3** | | | | **-** |
| Year 4 | NIL | | | - |
| | | | | - |
| | | | | |
| **Total Year 4** | | | | **-** |
| Year 5 | NIL | | | - |
| | | | | |
| | | | | |
| **Total Year 5** | | | | **-** |
| Year 6 | | | | - |
| | | | | - |
| | | | | |
| **Total Year 6** | | | | **-** |
| Year 7 | | | | - |
| | | | | |
| | | | | |
| **Total Year 7** | | | | **-** |
| Year 8 | | | | - |
| | | | | - |
| | | | | |
| **Total Year 8** | | | | **-** |
| Year 9 | | | | - |
| | | | | |
| | | | | |
| **Total Year 9** | | | | **-** |
| Year 10 | | | | - |
| | | | | |
| | | | | |
| **Total Year 10** | | | | **-** |
| ***Grand Total*** | | | | ***10,000*** |

**Question (9b) - Annual Machinery & Equipment - Import*** **Myanmar Operation**

| Year | Item | Unit Price (US$) | Qty | Value (US$) | HS Code (with 4 digits) |
|---|---|---|---|---|---|
| **Year 1** | Storage Tanks Stainless Steel SUS304 30m3 | 13,266 | 4 | 53,064 | 7309 |
| | Dosing tank 200L for NaOH Stainless Steel SUS304 | 2,037 | 1 | 2,037 | 7310 |
| | Storage Tanks Stainless Steel SUS304 for NaOH 6m3 | 4,864 | 1 | 4,864 | 7309 |
| | Blender tank 12m3 SUS304 c/w agitator motor 11 kW | 18,365 | 1 | 18,365 | 7309 |
| | Load cell for Blender tank scale 10 Ton c/w junction box and weighing indicator | 397 | 4 | 1,586 | 8423 |
| | Water Spray Ball | 100 | 2 | 200 | 7310 |
| | Gas Scrubber System c/w water tank, fan 3kW and pump 0.75kW | 3,699 | 1 | 3,699 | 8421 |
| | Structure frame and support platform | 16,870 | 1 | 16,870 | 7326 |
| | Hoist Hitachi 2T | 5,700 | 1 | 5,700 | 8426 |
| | Platform Scale 2000 kg with indicator | 1,345 | 1 | 1,345 | 8423 |
| | Load cell for dosing tank 200L for NaOH c/w junction box and weighing indicator | 295 | 3 | 884 | 8423 |
| | Flowmeter KMS 102-050F | 2,659 | 5 | 13,295 | 9026 |
| | Screen ME3000-MC2 controller for output product | 1,162 | 3 | 3,486 | 9032 |
| | Level sensor | 261 | 9 | 2,349 | 9026 |
| | Flow switch for pump protection | 261 | 13 | 3,393 | 9026 |
| | Pipe SS SUS304 DN80 | 20 | 12 | 240 | 7304 |
| | Pipe SS SUS304 DN65 | 17 | 30 | 510 | 7304 |
| | Pipe SS SUS304 DN50 | 15 | 140 | 2,040 | 7304 |
| | Pipe SS SUS304 DN40 | 12 | 90 | 1,069 | 7304 |
| | Pipe SS SUS304 DN25 | 8 | 18 | 137 | 7304 |
| | Backflow valve | 53 | 3 | 159 | 8481 |
| | Valve manual DN80 Flanges | 383 | 7 | 2,681 | 8481 |
| | Valve manual DN80 Threaded | 286 | 2 | 572 | 8481 |
| | Valve manual DN65 Flanges | 292 | 2 | 584 | 8481 |
| | Valve manual DN50 Flanges | 292 | 11 | 3,212 | 8481 |
| | Valve manual DN40 Flanges | 216 | 2 | 432 | 8481 |
| | Valve manual DN40 Threaded | 216 | 2 | 432 | 8481 |
| | Valve manual DN25 Flanges | 145 | 1 | 145 | 8481 |
| | Valve manual DN25 Threaded | 30 | 16 | 480 | 8481 |
| | Valve manual DN15 Threaded | 22 | 27 | 594 | 8481 |
| | Valve auto control by compressed air DN65 Flanges | 480 | 1 | 480 | 8481 |
| | Valve auto control by compressed air DN50 Flanges | 431 | 9 | 3,879 | 8481 |
| | Valve auto control by compressed air DN40 Flanges | 355 | 1 | 355 | 8481 |
| | Valve auto control by compressed air DN25 Flanges | 198 | 1 | 198 | 8481 |
| | Filter | 456 | 9 | 4,104 | 8421 |
| | Mechanical installation accessories | 11,350 | 1 | 11,350 | 7326 |
| | Pipe collector | 94 | 2 | 188 | 7307 |
| | Panel | 1,376 | 1 | 1,376 | 8537 |
| | Centrifugal Pump Q=30m3/h, h=20m, 3kW, 2900 RPM | 1,890 | 8 | 15,120 | 8413 |
| | Centrifugal Pump Q=30m3/h, h=20m, 3kW, 2900 RPM (HTM40) | 2,800 | 2 | 5,600 | 8413 |
| | Centrifugal dosing pump Q=17m3/h, h=10m, 1.5kW, 2900 RPM | 1,229 | 2 | 2,457 | 8413 |
| | Accessories for Installation pump | 350 | 3 | 1,050 | |
| | Inverter for Agitator ( 15KW) | 1,700 | 1 | 1,700 | 8504 |
| | Screw Pump Q=10m3/h, h=10m, 3kW | 3,003 | 1 | 3,003 | 8413 |
| | Electric panel | 1,035 | 1 | 1,035 | 8537 |
| | Electric panel components | 2,921 | 1 | 2,921 | 8538 |
| | Controller PLC S7-1200 | 5,100 | 1 | 5,100 | 8537 |
| | 15" XGA 1024 x 768 fanless HMI with Atom N2600 1.6G CPU, 2G DDR3 memory, touch window resistive touch screen, 9-36V DC input with adapter, Aluminium chassis (ARCHMI-715) | 990 | 1 | 990 | 8471 |
| | Programming | 4,080 | 1 | 4,080 | |
| | Tray cable and cable wiring | 7,500 | 1 | 7,500 | 8544 |
| | Air Compressor Screw Type Hitachi 15kW c/w Air Dryer | 12,470 | 1 | 12,470 | 8414 |
| | Flowmeter KMS 502P-050F 50mm Magflows | 2,436 | 3 | 7,309 | 9026 |
| | Cable, IO card PLC, Installation cost | 2,050 | 1 | 2,050 | 8544 for cable, 8538 for IO card |

| | | | | | |
|---|---|---|---|---|---|
| | Box control, pipe and accessories | 926 | 3 | 2,778 | 8537 for box control, 7304 for pipe |
| | Management cost | 2,250 | 1 | 2,250 | |
| | One Automation engineer for commssioning and trial production, included Hotel and Air Ticket | 6,700 | 1 | 6,700 | |
| | Cranes for installation at site | 2000 | 1 | 2,000 | |
| | Installation labor and at site: Supervisor, technician, workers, included Hotel and air ticket | 21,956 | 1 | 21,956 | |
| | Packing, Transport to local port and procedure export | 7,973 | 1 | 7,973 | |
| | Transportation cost to Yangon | 16,187 | 1 | 16,187 | |
| | Rental cranes for unloading at site | 2,000 | 1 | 2,000 | |
| | Insurance | 540 | 1 | 540 | |
| | | | | | |
| | Safety Shower & Eyewash | 1,100 | 4 | 4,400 | 7324 |
| | Jet printer P4 for labelling | 4,950 | 1 | 4,950 | 8443 |
| | Electronic Scale | 2,200 | 1 | 2,200 | 8423 |
| | PH - Meter | 2,200 | 1 | 2,200 | 9026 |
| | Solid Content Measurement | 3,300 | 1 | 3,300 | 9026 |
| | Auxiliaries, Hydrometer, Volumeteric flasks, etc. | 4,400 | 1 | 4,400 | 9026 |
| | Compressing Machine to test concrete cubes | 33,000 | 1 | 33,000 | 8479 |
| | Concrete Mixer | 1,100 | 1 | 1,100 | 8474 |
| | Concrete Cylinder | 110 | 1 | 110 | 8412 |
| | Concrete Airmeter | 1,100 | 1 | 1,100 | 9026 |
| | Oven memmert for moisture test | 2,200 | 1 | 2,200 | 8419 |
| | FG & RM weighing scale - 2000 kg | 5,500 | 1 | 5,500 | 8423 |
| | FG & RM weighing scale - 100kg | 2,200 | 1 | 2,200 | 8423 |
| | | | | - | |
| **Total Year 1** | | | | **367,783** | |
| **Year 2** | NIL | | | - | |
| | NIL | | | - | |
| | NIL | | | - | |
| | NIL | | | - | |
| | NIL | | | - | |
| | NIL | | | - | |
| | NIL | | | | |
| | | | | | |
| **Total Year 2** | | | | **-** | |
| **Year 3** | Storage Tanks Stainless Steel SUS304 30m3 | 13,929 | 2 | 27,859 | 7309 |
| | Blender tank 12m3 SUS304 c/w agitator motor 11 kW | 19,283 | 1 | 19,283 | 7309 |
| | Load cell for Blender tank scale 10 Ton c/w junction box and weighing indicator | 476 | 4 | 1,903 | 8423 |
| | Water Spray Ball | 210 | 2 | 420 | 7310 |
| | Gas Scrubber System c/w water tank, fan 3kW and pump 0.75kW | 3,884 | 1 | 3,884 | 8421 |
| | Flowmeter KMS 102-050F | 2,792 | 2 | 5,584 | 9026 |
| | Screen ME3000-MC2 controller for output product | 1,220 | 2 | 2,440 | 9032 |
| | Level sensor | 274 | 2 | 548 | 9026 |
| | Flow switch for pump protection | 274 | 3 | 822 | 9026 |
| | Filter | 456 | 2 | 912 | 8421 |
| | Centrifugal Pump Q=30m3/h, h=20m, 3kW, 2900 RPM | 1,985 | 3 | 5,954 | 8413 |
| | Valve auto control by compressed air DN50 Flanges | 381 | 2 | 762 | 8481 |
| | Valve manual DN80 Flanges | 289 | 2 | 578 | 8481 |
| | Valve manual DN50 Flanges | 265 | 2 | 529 | 8481 |
| | Pipe SS SUS304 DN80 | 32 | 6 | 189 | 7304 |
| | Pipe SS SUS304 DN50 | 15 | 50 | 765 | 7304 |
| | Tray cable and cable wiring | 3,000 | 1 | 3,000 | 8544 |
| **Total Year 3** | | | | **75,431** | |
| **Year 4** | Nil | | | - | |
| | Nil | | | | |
| **Total Year 4** | | | | **-** | |
| **Year 5** | Nil | | | - | |
| | Nil | | | | |
| | | | | | |
| **Total Year 5** | | | | **-** | |
| **Year 6** | Nil | | | - | |
| | Nil | | | - | |

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| **Total Year 6** | | | | - | |
| **Year 7** | Nil | | | - | |
| | Nil | | | | |
| | Nil | | | | |
| **Total Year 7** | | | | - | |
| **Year 8** | Nil | | | - | |
| | Nil | | | | |
| | | | | | |
| **Total Year 8** | | | | - | |
| **Year 9** | Nil | | | - | |
| | Nil | | | | |
| | | | | | |
| **Total Year 9** | | | | - | |
| **Year 10** | Nil | | | - | |
| | Nil | | | | |
| | | | | | |
| **Total Year 10** | | | | - | |
| ***Grand Total*** | | | | ***443,214*** | |

Note:
: All items are new.
We understand that all machinery and equipment imported after the construction period will be subject to the applicable customs duty.

RM for various products

**Standard Norms**

| MasterGlenium SKY 8761 | 100% | 1 MT |
|---|---|---|
| water | 65% | 0.65 |
| V 30 | 10% | 0.10 |
| V157 | 10% | 0.10 |
| AQUALOC LA | 5% | 0.05 |
| POLY- DEFOAMER | 3% | 0.03 |
| sodium gluconate | 5% | 0.05 |
| acticide | 3% | 0.03 |
| sodium hydroxide | 1% | 0.01 |

| MasterPozzolith Rheobuild 561 | 100% | 1 MT |
|---|---|---|
| water | 20% | 0.20 |
| sodium hydroxide | 2% | 0.02 |
| Ligno | 5% | 0.05 |
| Glucose | 2% | 0.02 |
| acticide | 0% | 0.00 |
| BNS | 71% | 0.71 |

| MasterPozzolith R 148 | 100% | 1 MT |
|---|---|---|
| water | 66% | 0.66 |
| molasses | 12% | 0.12 |
| formaldehyde | 4% | 0.04 |
| sodium hydroxide | 2% | 0.02 |
| Ligno | 13% | 0.13 |
| acticide | 0% | 0.00 |
| TiBP | 1% | 0.01 |

**Question 9(c) Annual Raw Materials to be Used - Local**

| Year | Item | Unit | Quantity | CIF Unit Price | Total Amount (US$) |
|---|---|---|---|---|---|
| Year 1 | water | MT | 545 | $ 1.50 | $ 816.90 |
| | molasses | | 49 | $ 200.00 | $ 9,840.00 |
| | formaldehyde | | 12 | $ 600.00 | $ 7,380.00 |
| | | | | | $ - |
| **Total Year 1** | | | | | **$ 18,036.90** |
| Year 2 | water | MT | 1,307 | $ 1.50 | $ 1,960.56 |
| | molasses | | 118 | $ 200.00 | $ 23,616.00 |
| | formaldehyde | | 30 | $ 600.00 | $ 17,712.00 |
| | | | | | $ - |
| **Total Year 2** | | | | | **$ 43,288.56** |
| Year 3 | water | MT | 1,764 | $ 1.50 | $ 2,646.21 |
| | molasses | | 159 | $ 200.00 | $ 31,872.00 |
| | formaldehyde | | 40 | $ 600.00 | $ 23,904.00 |
| | | | | | $ - |
| **Total Year 3** | | | | | **$ 58,422.21** |
| Year 4 | water | MT | 2,381 | $ 1.50 | $ 3,571.79 |
| | molasses | | 215 | $ 210.00 | $ 45,183.60 |
| | formaldehyde | | 54 | $ 630.00 | $ 33,887.70 |
| | | | | | $ - |
| **Total Year 4** | | | | | **$ 82,643.09** |
| Year 5 | water | MT | 3,096 | $ 1.50 | $ 4,644.36 |
| | molasses | | 280 | $ 210.00 | $ 58,741.20 |
| | formaldehyde | | 70 | $ 630.00 | $ 44,055.90 |
| | | | | | $ - |
| **Total Year 5** | | | | | **$ 107,441.46** |
| Year 6 | water | MT | 3,715 | $ 1.50 | $ 5,572.67 |
| | molasses | | 336 | $ 210.00 | $ 70,484.40 |
| | formaldehyde | | 84 | $ 630.00 | $ 52,863.30 |
| | | | | | $ - |
| **Total Year 6** | | | | | **$ 128,920.37** |
| Year 7 | water | MT | 4,273 | $ 1.50 | $ 6,409.41 |
| | molasses | | 386 | $ 220.50 | $ 85,121.82 |
| | formaldehyde | | 97 | $ 661.50 | $ 63,841.37 |
| | | | | | $ - |
| **Total Year 7** | | | | | **$ 155,372.60** |
| Year 8 | water | MT | 4,913 | $ 1.50 | $ 7,369.85 |
| | molasses | | 444 | $ 220.50 | $ 97,875.54 |
| | formaldehyde | | 111 | $ 661.50 | $ 73,406.66 |
| | | | | | $ - |
| **Total Year 8** | | | | | **$ 178,652.04** |
| Year 9 | water | MT | 5,651 | $ 1.50 | $ 8,475.92 |
| | molasses | | 510 | $ 220.50 | $ 112,560.84 |
| | formaldehyde | | 128 | $ 661.50 | $ 84,420.63 |
| | | | | | $ - |
| **Total Year 9** | | | | | **$ 205,457.39** |
| Year 10 | water | MT | 6,499 | $ 1.50 | $ 9,748.10 |
| | molasses | | 587 | $ 231.53 | $ 135,942.22 |
| | formaldehyde | | 147 | $ 694.58 | $ 101,956.66 |
| | | | | | $ - |
| **Total Year 10** | | | | | **$ 247,646.98** |

**Question 9(c) Annual Raw Materials to be Used - Import**

| Year | Item | Unit | Quantity | CIF Unit Price (US$) | Total Amount (US$) |
|---|---|---|---|---|---|
| Year 1 | Poly carboxylate ether (V 30) | MT | 20 | $ 1,450.00 | $ 29,000.00 |
| | Poly carboxylate ether (V 157) | | 16 | $ 1,560.00 | $ 24,960.00 |
| | AQUALOC LA | | 10 | $ 1,350.00 | $ 13,500.00 |
| | POLY- DEFOAMER | | 2 | $ 2,900.00 | $ 5,800.00 |
| | sodiumgluconate | | 10 | $ 800.00 | $ 8,000.00 |
| | acticide | | 6 | $ 3,000.00 | $ 17,550.00 |
| | sodium hydroxide | | 12 | $ 480.00 | $ 5,760.00 |
| | Sodium Ligno Sulfonate Powder (Ligno) | | 60 | $ 460.00 | $ 27,784.00 |
| | Tributylphosphate (TiBP) | | 2 | $ 4,000.00 | $ 8,200.00 |
| | Glucose | | 34 | $ 850.00 | $ 28,560.00 |
| | Sodium Naphthalene sulfonate liquid (BNS Liquid) | | 392 | $ 400.00 | $ 156,800.00 |
| **Total Year 1** | | | | | **$ 325,914.00** |
| Year 2 | Poly carboxylate ether (V 30) | MT | 48 | $ 1,450.00 | $ 69,600.00 |
| | Poly carboxylate ether (V 157) | | 38 | $ 1,560.00 | $ 59,904.00 |
| | AQUALOC LA | | 24 | $ 1,350.00 | $ 32,400.00 |
| | POLY- DEFOAMER | | 5 | $ 2,900.00 | $ 13,920.00 |
| | sodiumgluconate | | 24 | $ 800.00 | $ 19,200.00 |
| | acticide | | 14 | $ 3,000.00 | $ 42,120.00 |
| | sodium hydroxide | | 29 | $ 480.00 | $ 13,824.00 |
| | Sodium Ligno Sulfonate Powder (Ligno) | | 145 | $ 460.00 | $ 66,681.60 |
| | Tributylphosphate (TiBP) | | 5 | $ 4,000.00 | $ 19,680.00 |
| | Glucose | | 81 | $ 850.00 | $ 68,544.00 |
| | Sodium Naphthalene sulfonate liquid (BNS Liquid) | | 941 | $ 400.00 | $ 376,320.00 |
| **Total Year 2** | | | | | **$ 782,193.60** |
| Year 3 | Poly carboxylate ether (V 30) | MT | 65 | $ 1,450.00 | $ 93,960.00 |
| | Poly carboxylate ether (V 157) | | 52 | $ 1,560.00 | $ 80,870.40 |
| | AQUALOC LA | | 32 | $ 1,350.00 | $ 43,740.00 |
| | POLY- DEFOAMER | | 6 | $ 2,900.00 | $ 18,792.00 |
| | sodiumgluconate | | 32 | $ 800.00 | $ 25,920.00 |
| | acticide | | 19 | $ 3,000.00 | $ 56,850.00 |
| | sodium hydroxide | | 39 | $ 480.00 | $ 18,657.60 |
| | Sodium Ligno Sulfonate Powder (Ligno) | | 196 | $ 460.00 | $ 89,994.40 |
| | Tributylphosphate (TiBP) | | 7 | $ 4,000.00 | $ 26,560.00 |
| | Glucose | | 109 | $ 850.00 | $ 92,514.00 |
| | Sodium Naphthalene sulfonate liquid (BNS Liquid) | | 1,270 | $ 400.00 | $ 507,920.00 |
| **Total Year 3** | | | | | **$ 1,055,778.40** |
| Year 4 | Poly carboxylate ether (V 30) | MT | 87 | $ 1,522.50 | $ 133,066.50 |
| | Poly carboxylate ether (V 157) | | 70 | $ 1,638.00 | $ 114,528.96 |
| | AQUALOC LA | | 44 | $ 1,417.50 | $ 61,944.75 |
| | POLY- DEFOAMER | | 9 | $ 3,045.00 | $ 26,613.30 |
| | sodiumgluconate | | 44 | $ 840.00 | $ 36,708.00 |
| | acticide | | 26 | $ 3,150.00 | $ 80,577.00 |
| | sodium hydroxide | | 52 | $ 504.00 | $ 26,447.40 |
| | Sodium Ligno Sulfonate Powder (Ligno) | | 264 | $ 483.00 | $ 127,579.62 |
| | Tributylphosphate (TiBP) | | 9 | $ 4,200.00 | $ 37,653.00 |
| | Glucose | | 147 | $ 892.50 | $ 131,143.95 |
| | Sodium Naphthalene sulfonate liquid (BNS Liquid) | | 1,714 | $ 420.00 | $ 720,006.00 |
| **Total Year 4** | | | | | **$ 1,496,268.48** |
| Year 5 | Poly carboxylate ether (V 30) | MT | 114 | $ 1,522.50 | $ 173,108.25 |
| | Poly carboxylate ether (V 157) | | 91 | $ 1,638.00 | $ 148,992.48 |
| | AQUALOC LA | | 57 | $ 1,417.50 | $ 80,584.88 |
| | POLY- DEFOAMER | | 11 | $ 3,045.00 | $ 34,621.65 |
| | sodiumgluconate | | 57 | $ 840.00 | $ 47,754.00 |
| | acticide | | 33 | $ 3,150.00 | $ 104,769.00 |
| | sodium hydroxide | | 68 | $ 504.00 | $ 34,385.40 |
| | Sodium Ligno Sulfonate Powder (Ligno) | | 343 | $ 483.00 | $ 165,862.20 |
| | Tributylphosphate (TiBP) | | 12 | $ 4,200.00 | $ 48,951.00 |
| | Glucose | | 191 | $ 892.50 | $ 170,503.20 |
| | Sodium Naphthalene sulfonate liquid (BNS Liquid) | | 2,229 | $ 420.00 | $ 936,096.00 |
| **Total Year 5** | | | | | **$ 1,945,628.06** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Year 6 | Poly carboxylate ether (V 30) | MT | 136 | $ | 1,522.50 | $ | 207,669.00 |
| | Poly carboxylate ether (V 157) | | 109 | $ | 1,638.00 | $ | 178,738.56 |
| | AQUALOC LA | | 68 | $ | 1,417.50 | $ | 96,673.50 |
| | POLY- DEFOAMER | | 14 | $ | 3,045.00 | $ | 41,533.80 |
| | sodiumgluconate | | 68 | $ | 840.00 | $ | 57,288.00 |
| | acticide | | 40 | $ | 3,150.00 | $ | 125,716.50 |
| | sodium hydroxide | | 82 | $ | 504.00 | $ | 41,259.96 |
| | Sodium Ligno Sulfonate Powder (Ligno) | | 412 | $ | 483.00 | $ | 199,024.98 |
| | Tributylphosphate (TiBP) | | 14 | $ | 4,200.00 | $ | 58,737.00 |
| | Glucose | | 229 | $ | 892.50 | $ | 204,614.55 |
| | Sodium Naphthalene sulfonate liquid (BNS Liquid) | | 2,675 | $ | 420.00 | $ | 1,123,374.00 |
| **Total Year 6** | | | | | | **$** | **2,334,629.85** |
| Year 7 | Poly carboxylate ether (V 30) | MT | 157 | $ | 1,598.63 | $ | 250,825.05 |
| | Poly carboxylate ether (V 157) | | 126 | $ | 1,719.90 | $ | 215,881.85 |
| | AQUALOC LA | | 78 | $ | 1,488.38 | $ | 116,763.02 |
| | POLY- DEFOAMER | | 16 | $ | 3,197.25 | $ | 50,164.85 |
| | sodiumgluconate | | 78 | $ | 882.00 | $ | 69,192.90 |
| | acticide | | 46 | $ | 3,307.50 | $ | 151,814.25 |
| | sodium hydroxide | | 94 | $ | 529.20 | $ | 49,826.83 |
| | Sodium Ligno Sulfonate Powder (Ligno) | | 474 | $ | 507.15 | $ | 240,348.53 |
| | Tributylphosphate (TiBP) | | 16 | $ | 4,410.00 | $ | 70,934.85 |
| | Glucose | | 264 | $ | 937.13 | $ | 247,063.64 |
| | Sodium Naphthalene sulfonate liquid (BNS Liquid) | | 3,076 | $ | 441.00 | $ | 1,356,427.80 |
| **Total Year 7** | | | | | | **$** | **2,819,243.56** |
| Year 8 | Poly carboxylate ether (V 30) | MT | 180 | $ | 1,598.63 | $ | 288,392.85 |
| | Poly carboxylate ether (V 157) | | 144 | $ | 1,719.90 | $ | 248,215.97 |
| | AQUALOC LA | | 90 | $ | 1,488.38 | $ | 134,251.43 |
| | POLY- DEFOAMER | | 18 | $ | 3,197.25 | $ | 57,678.39 |
| | sodiumgluconate | | 90 | $ | 882.00 | $ | 79,556.40 |
| | acticide | | 53 | $ | 3,307.50 | $ | 174,569.85 |
| | sodium hydroxide | | 108 | $ | 529.20 | $ | 57,293.84 |
| | Sodium Ligno Sulfonate Powder (Ligno) | | 545 | $ | 507.15 | $ | 276,366.32 |
| | Tributylphosphate (TiBP) | | 18 | $ | 4,410.00 | $ | 81,562.95 |
| | Glucose | | 303 | $ | 937.13 | $ | 284,117.56 |
| | Sodium Naphthalene sulfonate liquid (BNS Liquid) | | 3,537 | $ | 441.00 | $ | 1,559,861.10 |
| **Total Year 8** | | | | | | **$** | **3,241,866.65** |
| Year 9 | Poly carboxylate ether (V 30) | MT | 208 | $ | 1,598.63 | $ | 331,715.73 |
| | Poly carboxylate ether (V 157) | | 166 | $ | 1,719.90 | $ | 285,503.40 |
| | AQUALOC LA | | 104 | $ | 1,488.38 | $ | 154,418.91 |
| | POLY- DEFOAMER | | 21 | $ | 3,197.25 | $ | 66,342.94 |
| | sodiumgluconate | | 104 | $ | 882.00 | $ | 91,507.50 |
| | acticide | | 61 | $ | 3,307.50 | $ | 200,765.25 |
| | sodium hydroxide | | 125 | $ | 529.20 | $ | 65,890.69 |
| | Sodium Ligno Sulfonate Powder (Ligno) | | 627 | $ | 507.15 | $ | 317,830.91 |
| | Tributylphosphate (TiBP) | | 21 | $ | 4,410.00 | $ | 93,800.70 |
| | Glucose | | 349 | $ | 937.13 | $ | 326,738.00 |
| | Sodium Naphthalene sulfonate liquid (BNS Liquid) | | 4,068 | $ | 441.00 | $ | 1,793,855.70 |
| **Total Year 9** | | | | | | **$** | **3,728,369.72** |
| Year 10 | Poly carboxylate ether (V 30) | MT | 239 | $ | 1,678.56 | $ | 400,504.42 |
| | Poly carboxylate ether (V 157) | | 191 | $ | 1,805.90 | $ | 344,710.19 |
| | AQUALOC LA | | 119 | $ | 1,562.79 | $ | 186,441.29 |
| | POLY- DEFOAMER | | 24 | $ | 3,357.11 | $ | 80,100.70 |
| | sodiumgluconate | | 119 | $ | 926.10 | $ | 110,483.73 |
| | acticide | | 70 | $ | 3,472.88 | $ | 242,441.40 |
| | sodium hydroxide | | 143 | $ | 555.66 | $ | 79,573.29 |
| | Sodium Ligno Sulfonate Powder (Ligno) | | 721 | $ | 532.51 | $ | 383,842.06 |
| | Tributylphosphate (TiBP) | | 24 | $ | 4,630.50 | $ | 113,285.18 |
| | Glucose | | 401 | $ | 983.98 | $ | 394,556.80 |
| | Sodium Naphthalene sulfonate liquid (BNS Liquid) | | 4,678 | $ | 463.05 | $ | 2,166,194.21 |
| **Total Year 10** | | | | | | **$** | **4,502,133.28** |